3M MICROFILM

START OF ROLL

ROLL NO.
233

CONSTRUCTION
CONTRACTS
9469 #2 (1982)

OREGON DEPARTMENT OF TRANSPORTATION

1982 Nehalem River Br. Sec. of 9469
Oregon Coast Hwy. at Nehalem.
(Gr., Pav., Struc., Sign.) #2

CLA 7590 10/14/81
CLA 7575 12/9/81 2-19-82

9469

NOTED
H.S.COULTER

ROW 18-4

May 5, 1982

Mr. J. K. Johnson, Manager
North Tillamook County Sanitary
Authority
P.O. Box 218
Nehalem, OR 97131

Sanitary Sewer Facility Conflict
Nehalem River Bridge Section
Oregon Coast Highway
Tillamook County
Project No. BRF-2-5(8)

Dear Mr. Johnson:

Bids will be received by the Oregon Transportation Commission on the above-titled highway project May 6, 1982. Certain sanitary sewer and related facilities conflict with the construction requirements and must be relocated. The conflicting facilities are as follows:

1. 12-inch sanitary sewer line from a point 25 feet left of Station 54+20 to a point 50 feet right of Station 54+78. Approximately 110 feet.

2. 6-inch water service from a point 15 feet left of Station 54+14 to a point 55 feet right of Station 54+75. Approximately 107 feet.

3. Buried telemetering line to sanitary sewer pump station in the area adjacent to conflicting 12-inch sanitary sewer line.

4. Electric service line to sanitary sewer pump station.

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STATE HWY ENGR
MAY 6 '82
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

Fifteen feet of the conflicting 12-inch sanitary sewer line is located on State highway right of way and 95 feet is located on private property.

Ten feet of the conflicting 6-inch water line is located on State highway right of way and 97 feet is located on private property.

The State is obligated to pay for the cost of relocating those sanitary sewer line and water line facilities located on private property and North Tillamook County Sanitary Authority (NTCSA) is obligated to pay the cost of relocating those facilities located on State highway right of way.

The NTCSA would, therefore, be obligated to pay for 15/110 or 13.6 percent of the cost to relocate the 12-inch sanitary sewer line and 10/107 or 9.3 percent of the cost to relocate the 6-inch water service line.

At the NTCSA's request, the State has included the relocation of the 12-inch sanitary sewer line and 6-inch water service line as part of the State's highway construction project.

The connection of the relocated 6-inch water service line to the City of Nehalem's water system and installation of a water meter will be accomplished by the City of Nehalem. The relocation of a water service, by City of Nehalem rules, is at the customer's cost, therefore, the State will reimburse the NTCSA for these costs.

The relocation of the buried telemetering line will be accomplished by Nehalem Telephone and Telegraph Company. The telemetering line, for the most part, occupies private property. Also pursuant to Nehalem Telephone and Telegraph policies for customer service, the cost of relocating the telemetering line would be at NTCSA expense, therefore, the State will reimburse NTCSA for these costs.

The relocation of the electric service to the sanitary sewer pump station will be accomplished by Tillamook PUD. The electric service, for the most part, occupies private property. Also pursuant to Tillamook PUD policies for customer service, the cost of relocating the electric service would be at NTCSA cost, therefore, the State will reimburse NTCSA for these costs.

Reimbursement for the relocation of the water service, telemetering service and electric service will be made pursuant to State policies and procedures and the provisions of Federal Highway Administration's Policy and Procedure Memorandum 30-4, dated June 28, 1973. Estimates of costs for this work have already been submitted to the State. The billings for the actual cost of the work should be submitted to NTCSA, for approval, and forwarded to the State for payment. The State will make payment to the NTCSA for the actual cost of this work.

The estimated cost for the most economical relocation, by State's contractor, of the 12-inch sanitary sewer line is $7925. A copy of the estimate is attached. The NTCSA's share of the cost is 13.6% or $1078.

The estimated cost for the most economical relocation, by State's contractor, of the 6-inch water service is $3870. A copy of the estimate is attached. The NTCSA's share of the cost is 9.3% or $360.

When the relocation of the 12-inch sanitary sewer line and relocated water, telemetering and electric service is completed, NTCSA will be billed by the State, for a lump sum of $1438 which covers NTCSA's share of the cost of the sanitary sewer line and water service relocation work performed by the State's contractor.

It is understood that the costs listed above are for the most economical relocation of NTCSA's facilities and that actual relocation will be made as shown on attached copies of sheets 2B and 3 of the State's highway project construction plans. The relocation of NTCSA's facilities will be accomplished to the satisfaction of the NTCSA and subject to their inspection and approval.

If the terms for accomplishing the relocation of NTCSA's conflicting sanitary sewer facilities are acceptable to NTCSA, please have the appropriate official(s) sign in the space provided below and return one copy of this letter to my office.

Yours truly,

Jack M. Cartwright
Utility Relocation Coordinator

The terms set forth above for the relocation of sanitary sewer facilities is acceptable to North Tillamook County Sanitary Authority.

NORTH TILLAMOOK COUNTY SANITARY AUTHORITY

by_____

by_____

Date_____

JMC/llr
Attachments
bc: D. E. Wilken - FHWA
H. S. Coulter
J. H. Versteeg
Rich Evans
Pete Gonzalez
C. O. Fredrickson
H. N. VanCleave
Don Bedford

9469

STATE OF OREGON
ROAD DESIGN SECTION

DES 16
INTEROFFICE MEMO

9

FROM: Don Adams
Final Design Engineer

DATE: April 26, 1982

TO: H.N. Van Cleave
Resident Engineer

Versteeg
Anderson
Adams
Olson
Sullivan
Terpin
Trout
Wakerlig

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APR 29 1982
ROAD DESIGN SECTION

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Bring Up
Action

SUBJECT: Nehalem River Bridge
Oregon Coast Highway
Tillamook County

The attached lists are the results of profile grade computations made by the 370 IBM system. If a revised computation is required showing additional breaks or correcting errors, mark the requirements on the data sheets clearly, with a note of explanation, and return to the Road Design Engineer for a rerun. The columns contain data as indicated below:

STATION	ELEVATION	OFFSET	TAN ELEVATION	GRADE AHEAD
526+00	172.01	0.03	171.98	.355645
526+50	172.16	0.0	172.16	.355645

The profile grades included in this tabulation are as follows:

9204-00	Oregon Coast Highway Mainline	12' Left	Profile Grade
9204-01	Oregon Coast Highway Mainline	12' Left	Subgrade
9204-02	Oregon Coast Highway Mainline	Centerline	Profile Grade
9204-03	Oregon Coast Highway Mainline	Centerline	Subgrade
9204-04	Oregon Coast Highway Mainline	12' Left	Profile Grade
9204-05	Oregon Coast Highway Mainline	12' Left	Subgrade
9204-06	Tideland Road ("B" Line)	Centerline	Profile Grade
9204-07	Tideland Road ("B" Line)	Centerline	Subgrade
9204-08	Tideland Road ("B" Line)	12' Right	Profile Grade
9204-09	Tideland Road ("B" Line)	12' Right	Subgrade
9204-10	"A2" Line	Centerline	Profile Grade
9204-11	"A2" Line	Centerline	Subgrade
9204-12	"A2" Line	Centerline	Profile Grade
9204-13	"A2" Line	Centerline	Subgrade

Attachment
cc: Jim Grassman

Contains Recycled Materials

9469

STATE OF OREGON
HIGHWAY DIVISION - ODOT

INTEROFFICE MEMO
LOC 3

TO: F I L E

DATE: April 15, 1982

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Footpaths and Bicycle Trails
May 6, 1982 Bid Letting

This is an informational report to document the Highway Division's action taken with regard to establishing footpaths and bicycle trails as set forth in ORS 366.514. Bids will be opened May 6, 1982 on the following project:

1. Nehalem River Bridge
   Oregon Coast Highway, Tillamook County
   Grading, Paving and Structure

   This project will be signed and striped for shoulder bikeways

RPS:ge

cc ~~E. S. Hunter~~
D. G. Talbot
L. E. George
F. E. Terpin
George Bell
Don Harwell

9469

Hwy 9

DES 16

April 12, 1982

C. O. Fredrickson
Region II Engineer

Merlyn Anderson
Landscape Architect, Landscape Unit

Wetland Mitigation
Nehalem River Bridge Sec.
Oregon Coast Highway
Tillamook County

Vorstag ✓
Anderson
Adams
Olson
Sullivan
Terpin
Trout
Wakerlig

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APR 12
ROAD DESIGN SECTION

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Return To
Bring Up /
Action

Work scheduled for this project includes both Roadside Seeding and Mulching and Wetland Seeding and Planting. Please find enclosed information on the latter which should be forwarded to the Project Manager.

Due to time constraints, we were not able to include a planting plan for the new wetland areas. We have enclosed an informal plan and plant list for use in these areas.

Because of the extreme difficulty of finding plants native to the project region, we have also enclosed native plant catalogues with optional plant names highlighted. There also may be additional sources of plants, such as local nurseries.

Because the wetland seeding and planting is an anticipated item, you have some options as to how the work is accomplished. Please feel free to contact us if you have any questions.

MA/cm

Enclosures

REFERRED TO
Stoudenmeyer
Beard
Cole
Mann
Watson
Eriksen
Leu
Heger
Dorn
Return Discuss Do File Due
BY FINAL DESIGN ENGINEER

4-7-82

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: BRF-2-5(8)
2. STATE PROJECT NO.: See below
3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division
4. PROGRAM NO.:
5. ITEM NO.: 00094
2A. COUNTY NAME: Tillamook
6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 4/7/82
8. FEDERAL ROUTE NUMBER: Primary 2
9. STATE ROUTE NUMBER: Primary 9
10. GENERAL LOCATION: Nehalem River Bridge Section
11. GENERAL DESCRIPTION OF WORK: Grade, pave, structure and signing
12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- [ ] PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- [ ] PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- [ ] ACQUISITION OF RIGHT-OF-WAY
- [XX] CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- [ ] CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [XX] OTHER *(Specify)* Survey Tower $10,000
on the job Training $4,000
Temporay Erosion Control $5,000
Asphalt Cement Adjustment $6,000
Permanent Pavement Striping S.F. $1,500
Temporary Pavement Striping S.F. $200
Bikeway Signs S.F. $500
Bikeway Striping & Legend S.F. $500

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate.

Mr. Swan's 4/30/82 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $6,675,816 Federal Funds $5,340,652.

A signed copy of the title sheet is returned herewith.

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14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
4/7/82	G. K. Hansen	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

March 22, 1982

In Reply Refer to
File No.:

DES 23
574F

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: Walter J. Hart, P.E.
Bridge Engineer

E. S. Hunter

SUBJECT: Oregon Project FRF-180(26)
Nehalem River Bridge
Advance Detail Drawing
BR 574F

We have studied the comments in your letter of March 10, 1982, concerning this project and have made changes in our design which should preclude or make remediable the possible foundation problems which it noted.

The type of piling at Bent 4 has been changed from cast-in-place concrete friction piles to HP 12x53 piles driven to end bearing.

The connection of the column at Bent 5 to the superstructure has been changed from fixed to an expansion bearing (as at Bent 2) to provide for temperature movement. This will also make jacking possible. Although we believe that Mr. Chassie's prediction of six inches of settlement is overly conservative, we realize that it would be unwise to build the structure without the ability to remedy settlement if it occurs.

At Bent 6 pile driving will be required to be delayed at least six months after placement of fill and surcharge to minimize settlement there.

ATB:jrb

cc: E. S. Hunter
D. H. Moehring

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TECHNICAL SERVICES
MAR 23 '82
REFER TO
FOR
Info | Invest | R/D | D/R | Sign | Act | File

Form 734-3122

U.S Department of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project FRF-180(26)
Nehalem River Bridge
Advance Detail Drawing

Date: March 10, 1982

From: Division Administrator

Reply to Attn. of: HBR-OR

To: Mr. H. S. Coulter, State Highway Engineer, ODOT
ATTN: Mr. W. J. Hart, Bridge Engineer

We have reviewed your advance details of the Nehalem River Bridge. The alternate 4 and 5 girder superstructure arrangement will provide an interesting cost comparison. We offer the following comments on the plans:

Bent 4 - It appears that you expect to use friction piles (12-3/4" O.D. cast-in-place concrete). It is possible that a 65' steel H-pile will reach bedrock. It might be premature to detail friction piles until additional foundation information is obtained.

Bent 5 - No provision for jacking has been made as mentioned in Mr. Chassie's comments of January 25. In order to insure against the 6" expected settlement, piles driven to bedrock should be considered. This might require an increase in pile size to be economical.

Bent 6 Abutment - It is expected that end of the structure will settle (estimated 6") with the approach fill. Provision for delayed construction at this location, and future jacking, should be included in the design.

It appears from the plans that friction piles will be used for bents 4, 5, and 6. We are not opposed to this type of piling, but we need a detailed analysis to show that settlement is not a concern. If you are not sure of the settlement, jacking should be provided for in the superstructure design.

Please consider these items in your preparation of the plans.

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FOR
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Dale E. Wilken

cc:
OSHD (W J Hart)

DEPARTMENT OF TRANSPORTATION
UNITED STATES COAST GUARD

MAILING ADDRESS
COMMANDER (oan)
THIRTEENTH COAST GUARD DISTRICT
915 SECOND AVE
SEATTLE WA 98174
PHONE (206) 442 5864

16591
Serial 132
22 March 1982

Oregon Department of Transportation
Highway Division
ATTN: Mr. E. S. Hunter
Assistant State Highway Engineer
Technical Services Branch
Transportation Building
Salem, OR 97310

RE: Proposed Bridge Across Nehalem River,
Mile 1.0, Near Nehalem, Oregon

Dear Mr. Hunter:

Your letter of 16 February 1982 requested our concurrence that removal of piling and riprap to an elevation of 20 feet below mean sea level would constitute compliance with the permit condition that the structure be removed to the natural bottom of the waterway.

We do not concur with your request. The term "natural bottom of the waterway" means the bottom of the waterway as it presently exists, or would exist without the intrusion of artificial structures, notwithstanding the effects of such structures. Removal of the existing structure shall be as stated in condition 4 of Permit (102-81-13) for the proposed replacement bridge.

If you have any further questions, please contact this office.

Sincerely,

J. E. Mikesell

J. E. Mikesell
Chief, Bridge Section
By direction of the District Commander

NOTED
E. S. HUNTER

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TECHNICAL SERVICES
MAR 25 '82
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SPEED LIMIT
55
It's the law

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Region 2

2960 E. STATE STREET, SALEM, OREGON 97310 PHONE 378-2626

FEB 2 3 Recd

February 19, 1982

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REGION 2 ENGINEER
RECEIVED
FEB 26 1982
RE | RCE | RME | RTE | RSE | RSR | UTE | GEO | R&O | EHV | TRF

Mr. Andrew Laglor, President
The Port of Nehalem
PO Box G
Manzanita, OR 97130

RE: Cooperative Agreement
Port of Nehalem
Nehalem River Br. Sec.
Oregon Coast Highway

The Port of Nehalem's attorney Guy Marshall verbally requested through Region Construction Engineer Gerald Wimer that we extend until March 20, 1982, the time for the Port of Nehalem to deposit dredged materials on State Highway Division property southeasterly of the proposed Nehalem River Bridge. This letter shall constitute such an extension subject to the following terms and conditions.

1. The cooperative agreement numbered 7575, dated December 4, 1981, between the Port of Nehalem and the State shall otherwise remain in full effect.
2. The Port shall have its contractor, Sandau Dredging Co., continue to operate 24 hours per day, 7 days per week.
3. The Port shall signify its concurrence with the extension of the terms and conditions of the original agreement by signing and returning a copy of this letter.

We informally modified State Obligation No. 4 to the extent of making semi-monthly payments. We will continue to do so.

Let me extend the thanks of our Department, myself and that of my staff, and particularly Mr. Wimer's thanks for the cooperation and assistance the Port has given the State in furnishing these materials.

Sincerely,

C. O. Fredrickson, P.E.
REGION 2 ENGINEER

GW/rgb
cc: Guy Marshall
H. S. Coulter
Chet Anderson
bc: Jan Peterson
Bill Kappus

AGREED TO BY THE PORT OF NEHALEM

Andrew Laglor, President, for the Port of Nehalem
February 24, 1982

CON 18
Nehalem Jr.

December 9, 1981

Mr. Andrew Laglor, President
The Port of Nehalem
P. O. Box G
Manzanita, OR 97130

AGR 4

MISC. CONTRACTS and
AGREEMENTS No. 2535

Dear Mr. Laglor:

Attached for your files is a fully executed copy of an agreement covering the placement of dredged material as embankment on the Nehalem River Bridge Section of the Oregon Coast Highway, No. 9 in Tillamook County.

We have retained a fully executed copy of this agreement for the Transportation Commission's files.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

dmc

Attachment

bc: Don Harwell (agree. att.)

2-16-82

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: RF-F-120(8)
2. STATE PROJECT NO.: See below
3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division
4. PROGRAM NO.:
5. ITEM NO.: RF-103
2A. COUNTY NAME: Tillamook

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 2/16/82
8. FEDERAL ROUTE NUMBER: Primary 28
9. STATE ROUTE NUMBER: Primary 9

10. GENERAL LOCATION:

Nehalem River Bridge Section

11. GENERAL DESCRIPTION OF WORK

Program change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- [ ] PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- [ ] PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- [ ] ACQUISITION OF RIGHT-OF-WAY
- [ ] CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- [ ] CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [X] OTHER *(Specify)* Program change

13. REMARKS

As requested by Mr. Swan's letter of 2/9/82 I approve the program change as follows:

1) Project No. ----- Change to RF-F-180(28)
2) Financing -------

Appn Code	Total Cost	Fed. Funds	%
073	$259,700.00	$203,165.00	78.19
010	81,800.00	63,853.00	
TOTAL	$341,500.00	$267,018.00	

RECEIVED
STATE HWY ENGR
FEB 23 '82
REFER TO
FOR

14. DATE: 2/16/82
15. SIGNATURE OF APPROVING OFFICIAL: G K Hansen
16. TITLE: for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

February 16, 1982

DES 23
574F

Commander
13th Coast Guard District
Aids to Navigation Branch
915 Second Avenue
Seattle, WA 98174

Dear Sir:

Bridge Across the Nehalem River
Near Nehalem, OR
Bridge Permit (102-81-13)

In order that we may properly indicate in the Special Provisions for this project the limits of the work for removal of the existing structure, we need a clarification of the term "the natural bottom of the waterway" which appears in Item 4 of the Bridge Permit. This is particularly relevant to the matter of the riprap around the piers of the existing swing span, as shown on the enclosed sketch.

Plans for reconstruction of the approaches to that span in 1953 show the lowest stream bed elevation to be approximately 20 feet below mean sea level. The present depths, as shown on Sheet 2 or 3 of the Bridge Permit application, are somewhat greater than this. These greater depths show a direct relationship to the present bridge spans and the upstream row of dolphins which directs the stream flow to these spans.

The proposed removal of the dolphins, as well as the removal of the piers and pile bents of the existing bridge, will result in the filling in of this scour hole to an elevation no more than 20 feet below mean sea level. The minus 15 contour crosses the channel a short distance below the location of the proposed bridge. We request your concurrence that removal of piling by pulling and removal of all riprap less than 20 feet below mean sea level would constitute compliance with the requirement that the structure be removed to "the natural bottom of the waterway".

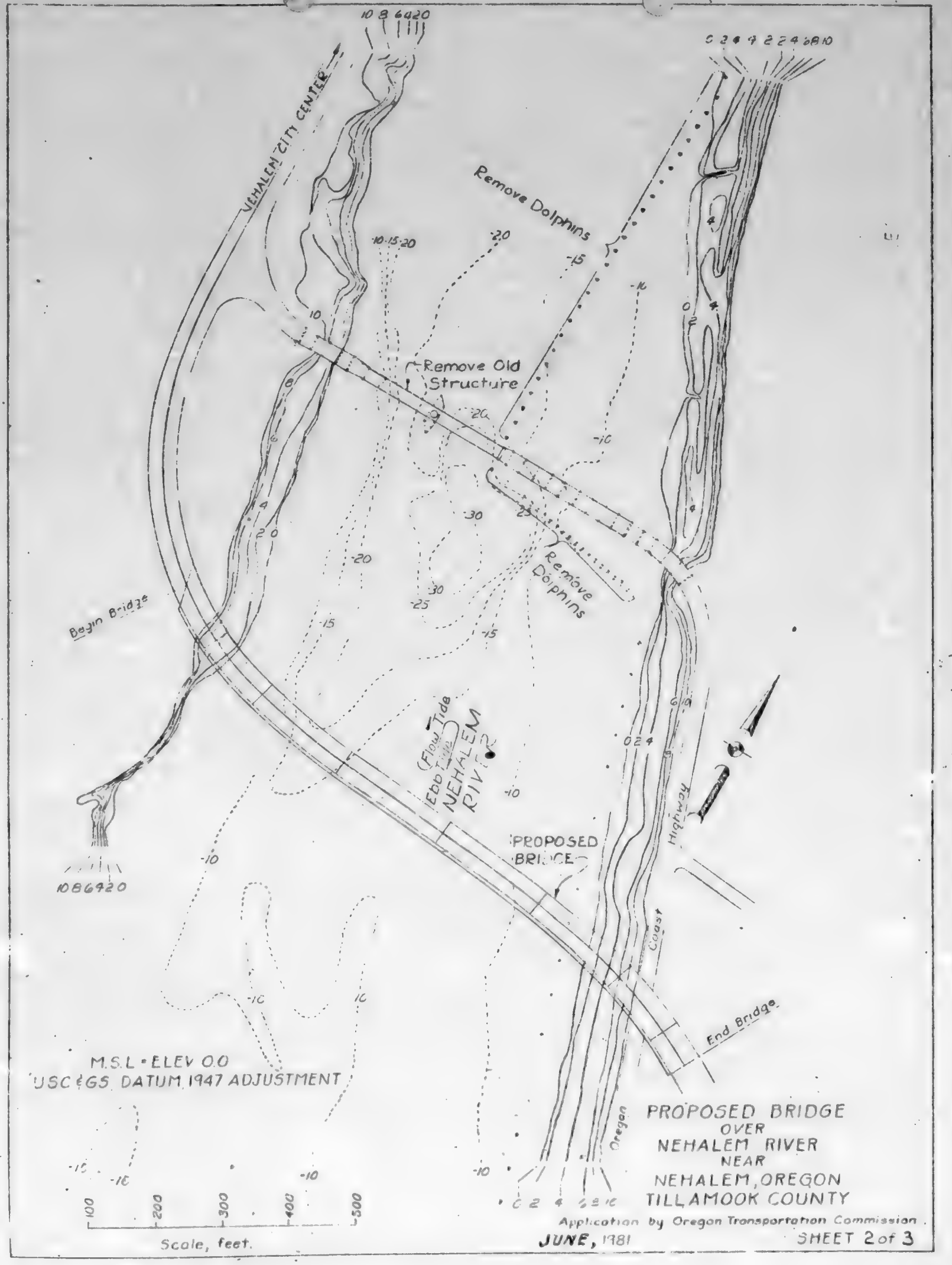
Very truly yours,

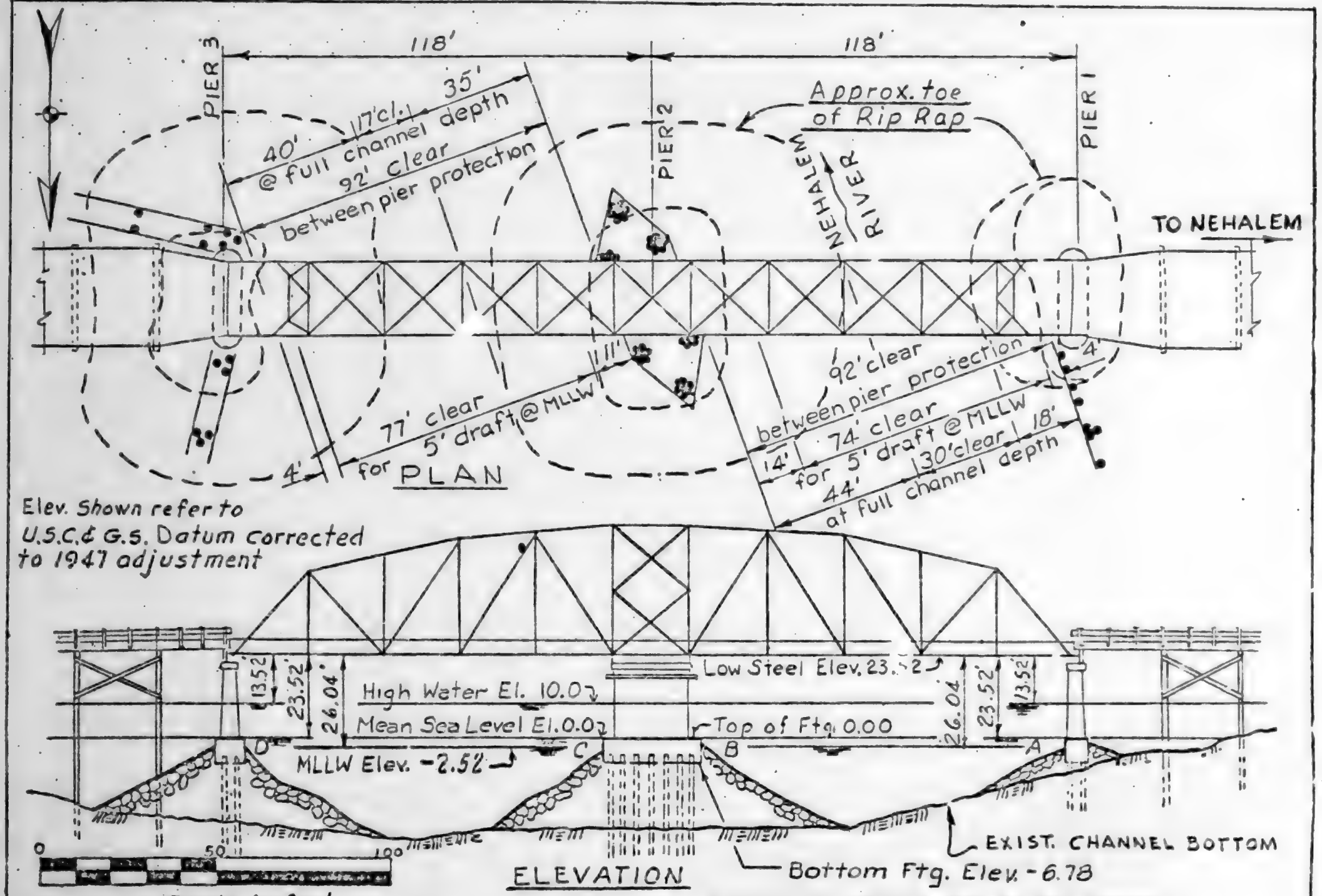
bc H. S. Coulter
Walt Hart

E. S. Hunter
Assistant State Highway Engineer
Technical Services Branch

ATB:jrb ja

Enc.


NEHALEM CITY CENTER
Remove Dolphins
Remove Old Structure
Remove Dolphins
Begin Bridge
(Flow Tide)
(Ebb Tide)
NEHALEM RIVER
PROPOSED BRIDGE
Highway
Coast
End Bridge
Oregon
M.S.L. ELEV 0.0
USC&GS DATUM 1947 ADJUSTMENT
Scale, feet.
PROPOSED BRIDGE
OVER
NEHALEM RIVER
NEAR
NEHALEM, OREGON
TILLAMOOK COUNTY
Application by Oregon Transportation Commission
JUNE, 1981
SHEET 2 of 3



Rip Rap placed as shown

Approx. Elev. Top of Rip Rap	A	B	C	D
	-3.5	-2.0	-4.0	-3.0

EXISTING NEHALEM RIVER BRIDGE
M.P. 45.61 ORE. COAST HWY
AT
NEHALEM OREGON
TILLAMOOK COUNTY

U.S. Department of Transportation
United States Coast Guard

BRIDGE PERMIT

DEC 16 1981

(102-81-13)

WHEREAS by Title V of an act of Congress approved August 2, 1946, entitled "General Bridge Act of 1946," as amended (33 U.S.C. 525-533), the consent of Congress was granted for the construction, maintenance and operation of bridges and approaches thereto over the navigable waters of the United States;

AND WHEREAS under Section 502(b) of that act, the authority of which was transferred to and vested in the Secretary of Transportation by Section 6(g)(6)(C) of the Department of Transportation Act (80 Stat. 931) and delegated by the Secretary to the Commandant, U.S. Coast Guard by Section 1.46(c) of Title 49 Code of Federal Regulations, it is required that the location and plans for such bridges be approved by the Commandant before construction is commenced and in approving the location and plans of any such bridge, the Commandant may impose any specific conditions relating to the construction, maintenance and operation of the structure which he deems necessary in the interest of public navigation, such conditions to have the force of law;

AND WHEREAS the - STATE OF OREGON - has submitted the location and plans of a bridge to be constructed across the Nehalem River near Nehalem, Oregon;

NOW THEREFORE, This is to certify that the location and plan sheets 1 and 2 (of 3) dated June 1981 and sheet 3 revised October 1981 are hereby approved by the Commandant, subject to the following conditions:

1. No deviation from the approved plans may be made either before or after completion of the structure unless the modification of said plans has previously been submitted to and received the approval of the Commandant.

2. The construction of falsework, cofferdams or other obstructions, if required, shall be in accordance with plans submitted to and approved by the Commander, Thirteenth Coast Guard District prior to construction of the bridge. All work shall be so conducted that the free navigation of the waterway is not unreasonably interfered with and the present navigable depths are not impaired. Timely notice of any and all events that may affect navigation shall be given to the District Commander during construction of the bridge. The channel or channels through the structure shall be promptly cleared of all obstructions placed therein or caused by the construction of the bridge to the satisfaction of the District Commander, when in his judgment the construction work has reached a point where such action should be taken, but in no case later than ninety days after the bridge has been opened to traffic.

OVER

RECEIVED TECHNICAL SERVICES
DEC 31 '81
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3. Issuance of this permit does not relieve the permittee of the obligation or responsibility for compliance with the provisions of any other law or regulation as may be under the jurisdiction of any federal, state or local authority having cognizance of any aspect of the location, construction or maintenance of said bridge.

4. All parts of the existing to be replaced Oregon State Route 101 Bridge across the Nehalem River, mile 1.1, shall be removed down to or below the natural bottom of the waterway and the waterway cleared to the satisfaction of the District Commander. A period of 90 days subsequent to the opening to traffic of the new bridge, mile 1.0, will be allowed for such removal and clearance.

5. When the proposed bridge is no longer used for transportation purposes, it shall be removed in its entirety or to an elevation deemed appropriate by the District Commander and the waterway cleared to the satisfaction of the District Commander. Such removal and clearance shall be completed by and at the expense of the owner of the bridge upon due notice from the District Commander.

6. The approval hereby granted shall cease and be null and void unless construction of the bridge is commenced within 3 years and completed within 5 years after the date of this permit.

J. WATT
Captain, U.S. Coast Guard
Chief, Bridge Administration Division
By direction of the Commandant

CVER

VICTOR ATIYEH
GOVERNOR

Department of Transportation

HIGHWAY DIVISION

TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

PRO 6-2

February 9, 1982

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: D.E. Swan, P.E.
Operation Programming Engineer

SUBJECT: Minor Program Change
Project No. RF-180(28)
Nehalem River Bridge Section
Tillamook County

I request your approval of a minor program change to joint finance the subject project utilizing consolidated primary funds (Appn Code 010) to supplement rural primary funds (Appn Code 073). This change is necessary since no remaining unobligated balance of Appn Code 073 funds is available to cover the approved increase in preliminary engineering costs.

This change will require the following revisions in project numbering and financing.

1) Project No. ----- Change to RF-F-180(28)
2) Financing -------

Appn Code	Total Cost	Fed. Funds	%
073	$259,700.00	$203,165.00	78.19
010	81,800.00	63,853.00	
TOTAL	$341,500.00	$267,018.00	

CL:bkc

cc: R. Hacek
S. Williams (FHWA)
General Files

Form 734-3122

5467

9

STATE OF OREGON

INTEROFFICE MEMO

TO: Hal Versteeg
Road Design

DATE 2-8-82

FROM: Perry A. Crosley
Region II Property Agent

SUBJECT: File 50763-Tubbesing
Nehalem River Bridge
Oregon Coast Highway
Tillamook County
FAP: 5-2-5(3)

Copy
Copy

RECEIVED
FEB 08 1982
ROAD DIVISION
SECTION

There will not be enough time to auction off the house on this right of way file and allow the purchaser enough time to move it. Therefore, the house and shed must be placed in the construction contract for the State's contractor to remove. The approximate engineer station is 56+00, left (easterly) side.

PAC:ke

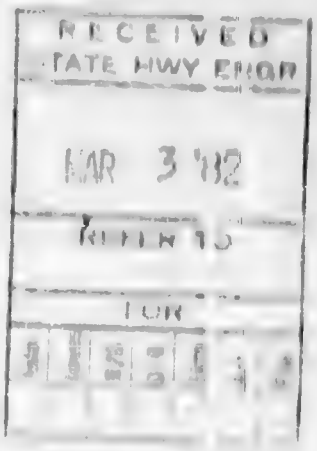
cc G. Wimer
J. W. Dixon

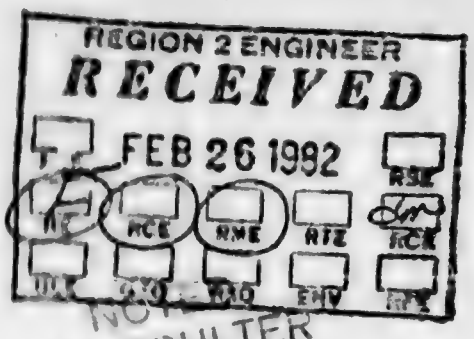
Contains
Recycled
Materials
81-125-1387

Department of Transportation
HIGHWAY DIVISION
Region 2
2060 E. STATE STREET, SALEM, OREGON 97310 PHONE 378-2626

FEB 2 3 RECD

February 11, 1982





NOTED
H.G.COULTER

Mr. Andrew Laglor, President
The Port of Nehalem
PO Box C
Manzanita, OR 97130

RE: Cooperative Agreement
Port of Nehalem
Nehalem River Br. Sec.
Oregon Coast Highway

The Port of Nehalem's attorney Guy Marshall verbally requested through Region Construction Engineer Gerald Wimer that we extend until March 20, 1982, the time for the Port of Nehalem to deposit dredged materials on State Highway Division property southeasterly of the proposed Nehalem River Bridge. This letter shall constitute such an extension subject to the following terms and conditions.

1. The cooperative agreement numbered 7515, dated December 4, 1981, between the Port of Nehalem and the State shall otherwise remain in full effect.
2. The Port shall have its contractor, Sandau Dredging Co., continue to operate 24 hours per day, 7 days per week.
3. The Port shall signify its concurrence with the extension of the terms and conditions of the original agreement by signing and returning a copy of this letter.

We informally modified State Obligation No. 4 to the extent of making semi-monthly payments. We will continue to do so.

Let me extend the thanks of our Department, myself and that of my staff, and particularly Mr. Wimer's thanks for the cooperation and assistance the Port has given the State in furnishing these materials.

Sincerely,

C. O. Fredrickson, P.E.
REGION 2 ENGINEER

GW/vjb
cc: Guy Marshall
H. G. Coulter
Chet Anderson
bcc: Jan Peterson
Bill Kappus

AGREED TO BY THE PORT OF NEHALEM

Andrew Laglor, President, for the Port of Nehalem
February __, 1982

CON 19-1
Nehalem
St

December 9, 1981

Mr. Andrew Laglor, President
The Port of Nehalem
P. O. Box G
Manzanita, OR 97130

AGR 4

MISC. CONTRACTS and
AGREEMENTS No. 7575

Dear Mr. Laglor:

Attached for your files is a fully executed copy of an agreement covering the placement of dredged material as embankment on the Nehalem River Bridge Section of the Oregon Coast Highway, No. 9 in Tillamook County.

We have retained a fully executed copy of this agreement for the Transportation Commission's files.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

dmc

Attachment

bc: Don Harwell (agree. att.)

2-16-82

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: RF-F-120(8)

2. STATE PROJECT NO.: See below

2A. COUNTY NAME: Tillamook

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: RF-103

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 2/16/82

8. FEDERAL ROUTE NUMBER: Primary 28

9. STATE ROUTE NUMBER: Primary 9

10. GENERAL LOCATION:

Nehalem River Bridge Section

11. GENERAL DESCRIPTION OF WORK

Program change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [XX] OTHER *(Specify)* Program change

13. REMARKS

As requested by Mr. Swan's letter of 2/9/82 I approve the program change as follows:

1) Project No. ----- Change to RF-F-180(28)
2) Financing -------

Appn Code	Total Cost	Fed. Funds	%
073	$259,700.00	$203,165.00	78.19
010	81,800.00	63,853.00	
TOTAL	$341,500.00	$267,018.00	

RECEIVED
STATE HWY ENGR
FEB 23 '82
REFER TO
FOR

14. DATE: 2/16/82

15. SIGNATURE OF APPROVING OFFICIAL: H K Hansen

16. TITLE: for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

February 16, 1982

DES 23
574F

Commander
13th Coast Guard District
Aids to Navigation Branch
915 Second Avenue
Seattle, WA 98174

Dear Sir:

Bridge Across the Nehalem River
Near Nehalem, OR
Bridge Permit (102-81-13)

In order that we may properly indicate in the Special Provisions for this project the limits of the work for removal of the existing structure, we need a clarification of the term "the natural bottom of the waterway" which appears in Item 4 of the Bridge Permit. This is particularly relevant to the matter of the riprap around the piers of the existing swing span, as shown on the enclosed sketch.

Plans for reconstruction of the approaches to that span in 1953 show the lowest stream bed elevation to be approximately 20 feet below mean sea level. The present depths, as shown on Sheet 2 or 3 of the Bridge Permit application, are somewhat greater than this. These greater depths show a direct relationship to the present bridge spans and the upstream row of dolphins which directs the stream flow to these spans.

The proposed removal of the dolphins, as well as the removal of the piers and pile bents of the existing bridge, will result in the filling in of this scour hole to an elevation no more than 20 feet below mean sea level. The minus 15 contour crosses the channel a short distance below the location of the proposed bridge. We request your concurrence that removal of piling by pulling and removal of all riprap less than 20 feet below mean sea level would constitute compliance with the requirement that the structure be removed to "the natural bottom of the waterway".

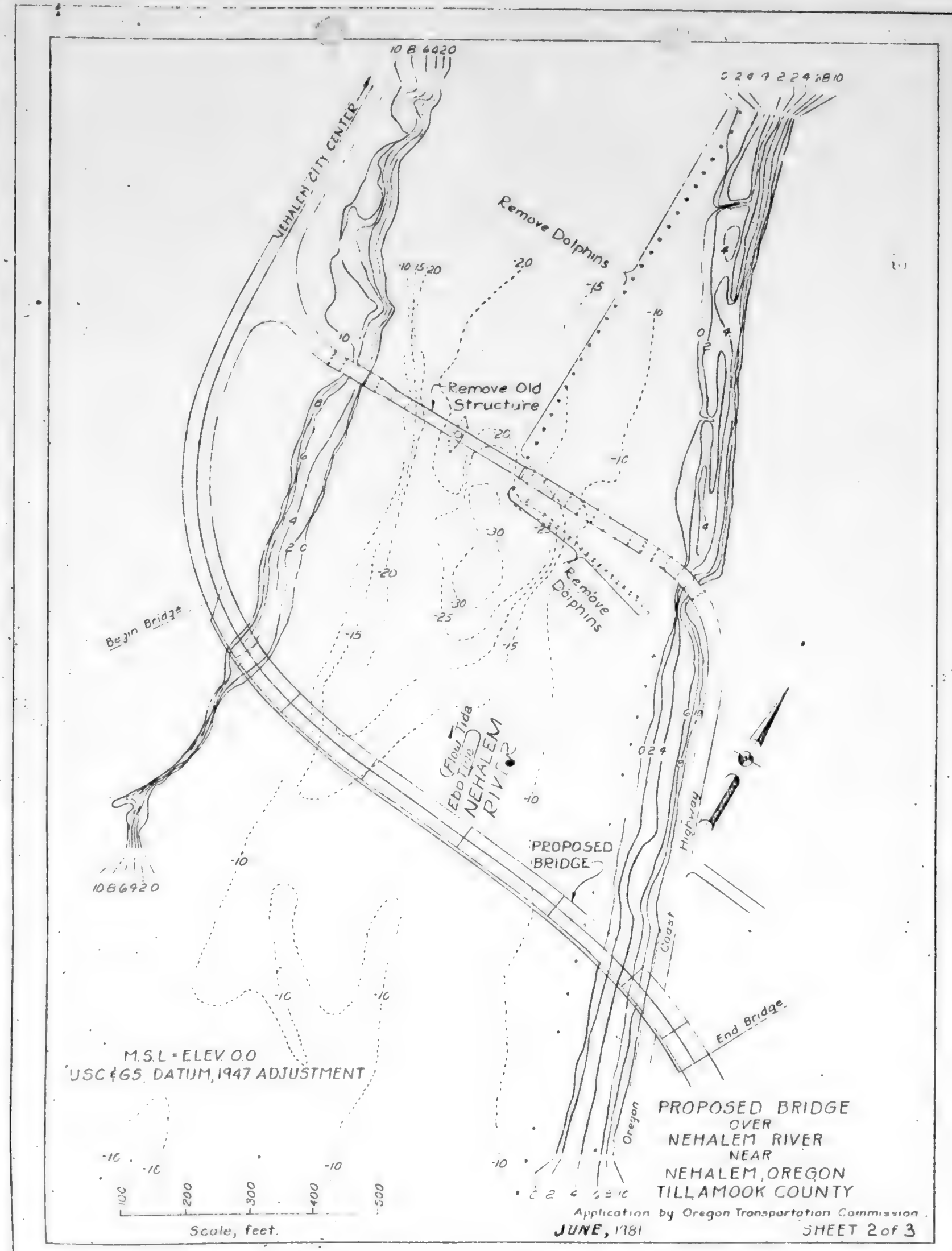
Very truly yours,

bc H. S. Coulter
Walt Hart

E. S. Hunter
Assistant State Highway Engineer
Technical Services Branch

ATB:jrb ja

Enc.

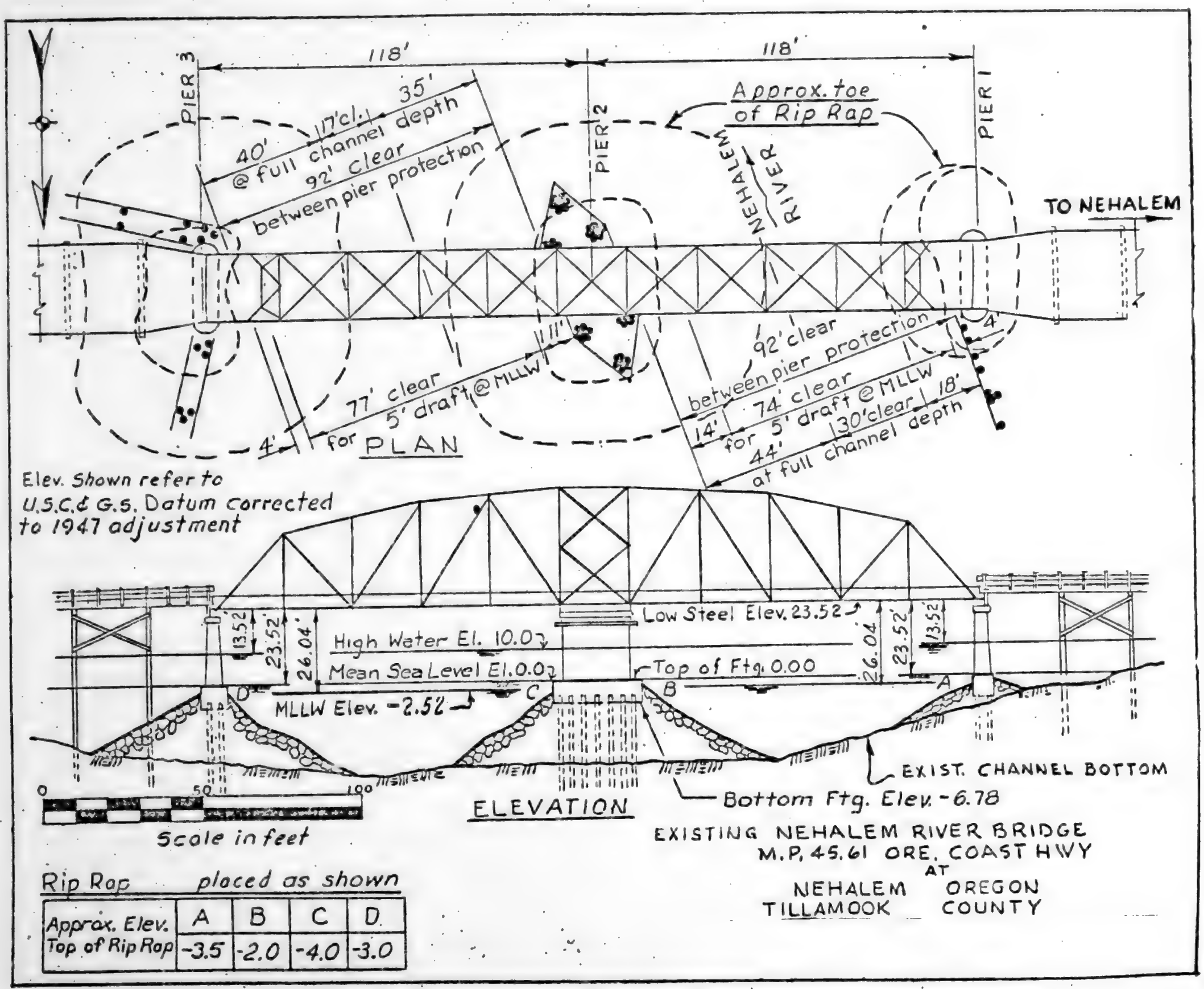


PROPOSED BRIDGE OVER NEHALEM RIVER NEAR NEHALEM, OREGON TILLAMOOK COUNTY

Application by Oregon Transportation Commission

JUNE, 1981

SHEET 2 of 3



EXISTING NEHALEM RIVER BRIDGE
M.P. 45.61 ORE. COAST HWY
AT
NEHALEM OREGON
TILLAMOOK COUNTY

Rip Rap placed as shown

Approx. Elev. Top of Rip Rap	A	B	C	D
	-3.5	-2.0	-4.0	-3.0

U.S. Department of Transportation
United States Coast Guard

DEC 16 1981

BRIDGE PERMIT

(102-81-13)

WHEREAS by Title V of an act of Congress approved August 2, 1946, entitled "General Bridge Act of 1946," as amended (33 U.S.C. 525-533), the consent of Congress was granted for the construction, maintenance and operation of bridges and approaches thereto over the navigable waters of the United States;

AND WHEREAS under Section 502(b) of that act, the authority of which was transferred to and vested in the Secretary of Transportation by Section 6(g)(6)(C) of the Department of Transportation Act (80 Stat. 931) and delegated by the Secretary to the Commandant, U.S. Coast Guard by Section 1.46(c) of Title 49 Code of Federal Regulations, it is required that the location and plans for such bridges be approved by the Commandant before construction is commenced and in approving the location and plans of any such bridge, the Commandant may impose any specific conditions relating to the construction, maintenance and operation of the structure which he deems necessary in the interest of public navigation, such conditions to have the force of law;

AND WHEREAS the - STATE OF OREGON - has submitted the location and plans of a bridge to be constructed across the Nehalem River near Nehalem, Oregon;

NOW THEREFORE, This is to certify that the location and plan sheets 1 and 2 (of 3) dated June 1981 and sheet 3 revised October 1981 are hereby approved by the Commandant, subject to the following conditions:

1. No deviation from the approved plans may be made either before or after completion of the structure unless the modification of said plans has previously been submitted to and received the approval of the Commandant.

2. The construction of falsework, cofferdams or other obstructions, if required, shall be in accordance with plans submitted to and approved by the Commander, Thirteenth Coast Guard District prior to construction of the bridge. All work shall be so conducted that the free navigation of the waterway is not unreasonably interfered with and the present navigable depths are not impaired. Timely notice of any and all events that may affect navigation shall be given to the District Commander during construction of the bridge. The channel or channels through the structure shall be promptly cleared of all obstructions placed therein or caused by the construction of the bridge to the satisfaction of the District Commander, when in his judgment the construction work has reached a point where such action should be taken, but in no case later than ninety days after the bridge has been opened to traffic.

OVER

RECEIVED TECHNICAL SERVICES
DEC 31 '81
REFER TO
FOR
File
Act
Sign
D/R
R/D
INVSE
Info

...cation Sheet Bridge acros...e Nehalem River near Nehalem, O...gon

3. Issuance of this permit does not relieve the permittee of the obligation or responsibility for compliance with the provisions of any other law or regulation as may be under the jurisdiction of any federal, state or local authority having cognizance of any aspect of the location, construction or maintenance of said bridge.

4. All parts of the existing to be replaced Oregon State Route 101 Bridge across the Nehalem River, mile 1.1, shall be removed down to or below the natural bottom of the waterway and the waterway cleared to the satisfaction of the District Commander. A period of 90 days subsequent to the opening to traffic of the new bridge, mile 1.0, will be allowed for such removal and clearance.

5. When the proposed bridge is no longer used for transportation purposes, it shall be removed in its entirety or to an elevation deemed appropriate by the District Commander and the waterway cleared to the satisfaction of the District Commander. Such removal and clearance shall be completed by and at the expense of the owner of the bridge upon due notice from the District Commander.

6. The approval hereby granted shall cease and be null and void unless construction of the bridge is commenced within 3 years and completed within 5 years after the date of this permit.

J. WATT
Captain, U.S. Coast Guard
Chief, Bridge Administration Division
By direction of the Commandant

CVEK

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to File No.:

PRO 6-2

February 9, 1982

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: D.E. Swan, P.E.
Operation Programming Engineer

SUBJECT: Minor Program Change
Project No. RF-180(28)
Nehalem River Bridge Section
Tillamook County

I request your approval of a minor program change to joint finance the subject project utilizing consolidated primary funds (Appn Code 010) to supplement rural primary funds (Appn Code 073). This change is necessary since no remaining unobligated balance of Appn Code 073 funds is available to cover the approved increase in preliminary engineering costs.

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TOTAL	$341,500.00	$267,018.00	

CL:bkc

cc: R. Hacek
S. Williams (FHWA)
General Files

Form 734-3122

4679

9

STATE OF OREGON

INTEROFFICE MEMO

TO: Hal Versteeg
Road Design

DATE: 2-8-82

FROM: Perry A. Crosley
Region II Property Agent PAC

SUBJECT: File 50763-Tubbesing
Nehalem River Bridge
Oregon Coast Highway
Tillamook County
FAP: 5-2-5(3)

Versteeg ✓
Anderson
Adams
Olson
Sullivan
Terpin
Trout
Wakerlig

Copy PAC
Copy

RECEIVED
FEB 08 1982
ROAD DESIGN SECTION

Do Not File
Return To
Bring
Action

There will not be enough time to auction off the house on this right of way file and allow the purchaser enough time to move it. Therefore, the house and shed must be placed in the construction contract for the State's contractor to remove. The approximate engineer station is 56+00, left (easterly) side.

PAC:ke

cc G. Wimer
J. W. Dixon

Contains
Recycled
Materials
81-125-1387

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS

NOTICE OF AUTHORIZATION

5 February 19 82

A PERMIT TO place dredged fill material in connection with a bridge replacement and highway realignment on U. S. Highway 101.

AT Nehalem River, Mile 0.5 Nehalem, Oregon

HAS BEEN ISSUED TO Oregon State Highway Division **ON** 5 February 19 82

ADDRESS OF PERMITTEE 200 Transportation Building
Salem, OR 97310

PERMIT NUMBER 071-OYA-2-004169

TERRENCE J. CONNELL
District Engineer
for

ENG Form 4336
Jul 70

THIS NOTICE MUST BE CONSPICUOUSLY DISPLAYED AT THE SITE OF WORK.

* GPO: 1977 232-984

2/8/82 ORIGINAL TO CONSTRUCTION

cc: General Files w/attachment
Road Design "
Bridge "
Donald Keyes "

Application No. 071-OYA-2-004169

Name of Applicant OREGON STATE HIGHWAY DIVISION

Effective Date 5 February 1982

Expiration Date (If applicable) ~~28 February 1985~~

DEPARTMENT OF THE ARMY
PERMIT

Referring to written request dated 29 June 1981 for a permit to:

(X) Perform work in or affecting navigable waters of the United States, upon the recommendation of the Chief of Engineers, pursuant to Section 10 of the Rivers and Harbors Act of March 3, 1899 (33 U.S.C. 403);

(X) Discharge dredged or fill material into waters of the United States upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 404 of the Federal Water Pollution Control Act (86 Stat. 816, P.L. 92-500);

( ) Transport dredged material for the purpose of dumping it into ocean waters upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (86 Stat. 1052; P.L. 92-532);

Oregon State Highway Division
200 Transportation Building
Salem, Oregon 97310

is hereby authorized by the Secretary of the Army:

to place dredged fill material in connection with a bridge replacement and highway realignment on U.S. Highway 101. The project will consist of the following:

a. The placement of approximately 138,000 cubic yards of sand or earth fill in a diked wetland/pasture area to develop an approach ramp to the easterly end of the proposed replacement bridge.

(Cont'd on page 1a)

in Nehalem River, Mile 0.5

at Nehalem, Oregon

in accordance with the plans and drawings attached hereto which are incorporated in and made a part of this permit (on drawings: give file number or other definite identification marks.)

004169 (Nehalem River - Fill)

subject to the following conditions:

I. General Conditions:

a. That all activities identified and authorized herein shall be consistent with the terms and conditions of this permit; and that any activities not specifically identified and authorized herein shall constitute a violation of the terms and conditions of this permit which may result in the modification, suspension or revocation of this permit, in whole or in part, as set forth more specifically in General Conditions j or k hereto, and in the institution of such legal proceedings as the United States Government may consider appropriate, whether or not this permit has been previously modified, suspended or revoked in whole or in part.

Description of Work: (Cont'd)
071-0YA-2-004169

b. The placement of approximately 1,600 cubic yards of rock riprap along 700 linear feet of bankline at the southerly end of the project area for erosion control.

c. The placement of approximately 1,600 cubic yards of loose riprap for bridge pier protection.

The project is proposed to provide for the realignmant of an existing public highway.

b. That all activities authorized herein shall, if they involve, during their construction or operation, any discharge of pollutants into waters of the United States or ocean waters, be at all times consistent with applicable water quality standards, effluent limitations and standards of performance, prohibitions, pretreatment standards and management practices established pursuant to the Federal Water Pollution Control Act of 1972 (P.L. 92-500; 86 Stat. 816), the Marine Protection, Research and Sanctuaries Act of 1972 (P.L. 92-532, 86 Stat. 1052), or pursuant to applicable State and local law.

c. That when the activity authorized herein involves a discharge during its construction or operation, of any pollutant (including dredged or fill material), into waters of the United States, the authorized activity shall, if applicable water quality standards are revised or modified during the term of this permit, be modified, if necessary, to conform with such revised or modified water quality standards within 6 months of the effective date of any revision or modification of water quality standards, or as directed by an implementation plan contained in such revised or modified standards, or within such longer period of time as the District Engineer, in consultation with the Regional Administrator of the Environmental Protection Agency, may determine to be reasonable under the circumstances.

d. That the discharge will not destroy a threatened or endangered species as identified under the Endangered Species Act, or endanger the critical habitat of such species.

e. That the permittee agrees to make every reasonable effort to prosecute the construction or operation of the work authorized herein in a manner so as to minimize any adverse impact on fish, wildlife, and natural environmental values.

f. That the permittee agrees that he will prosecute the construction or work authorized herein in a manner so as to minimize any degradation of water quality.

g. That the permittee shall permit the District Engineer or his authorized representative(s) or designee(s) to make periodic inspections at any time deemed necessary in order to assure that the activity being performed under authority of this permit is in accordance with the terms and conditions prescribed herein.

h. That the permittee shall maintain the structure or work authorized herein in good condition and in accordance with the plans and drawings attached hereto.

i. That this permit does not convey any property rights, either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations nor does it obviate the requirement to obtain State or local assent required by law for the activity authorized herein.

j. That this permit may be summarily suspended, in whole or in part, upon a finding by the District Engineer that immediate suspension of the activity authorized herein would be in the general public interest. Such suspension shall be effective upon receipt by the permittee of a written notice thereof which shall indicate (1) the extent of the suspension, (2) the reasons for this action, and (3) any corrective or preventative measures to be taken by the permittee which are deemed necessary by the District Engineer to abate imminent hazards to the general public interest. The permittee shall take immediate action to comply with the provisions of this notice. Within ten days following receipt of this notice of suspension, the permittee may request a hearing in order to present information relevant to a decision as to whether his permit should be reinstated, modified or revoked. If a hearing is requested, it shall be conducted pursuant to procedures prescribed by the Chief of Engineers. After completion of the hearing, or within a reasonable time after issuance of the suspension notice to the permittee if no hearing is requested, the permit will either be reinstated, modified or revoked.

k. That this permit may be either modified, suspended or revoked in whole or in part if the Secretary of the Army or his authorized representative determines that there has been a violation of any of the terms or conditions of this permit or that such action would otherwise be in the public interest. Any such modification, suspension, or revocation shall become effective 30 days after receipt by the permittee of written notice of such action which shall specify the facts or conduct warranting same unless (1) within the 30-day period the permittee is able to satisfactorily demonstrate that (a) the alleged violation of the terms and the conditions of this permit did not, in fact, occur or (b) the alleged violation was accidental, and the permittee has been operating in compliance with the terms and conditions of the permit and is able to provide satisfactory assurances that future operations shall be in full compliance with the terms and conditions of this permit; or (2) within the aforesaid 30-day period, the permittee requests that a public hearing be held to present oral and written evidence concerning the proposed modification, suspension or revocation. The conduct of this hearing and the procedures for making a final decision either to modify, suspend or revoke this permit in whole or in part shall be pursuant to procedures prescribed by the Chief of Engineers.

l. That in issuing this permit, the Government has relied on the information and data which the permittee has provided in connection with his permit application. If, subsequent to the issuance of this permit, such information and data prove to be false, incomplete or inaccurate, this permit may be modified, suspended or revoked, in whole or in part, and/or the Government may, in addition, institute appropriate legal proceedings.

m. That any modification, suspension, or revocation of this permit shall not be the basis for any claim for damages against the United States.

n. That the permittee shall notify the District Engineer at what time the activity authorized herein will be commenced, as far in advance of the time of commencement as the District Engineer may specify, and of any suspension of work, if for a period of more than one week, resumption of work and its completion.

o. That if the activity authorized herein is not started on or before _____day of _____, 19 _____, (one year from the date of issuance of this permit unless otherwise specified) and is not completed on or before _____ day of _____, 19 _____, (three years from the date of issuance of this permit unless otherwise specified) this permit, if not previously revoked or specifically extended, shall automatically expire.

p. That this permit does not authorize or approve the construction of particular structures, the authorization or approval of which may require authorization by the Congress or other agencies of the Federal Government.

q. That if and when the permittee desires to abandon the activity authorized herein, unless such abandonment is part of a transfer procedure by which the permittee is transferring his interests herein to a third party pursuant to General Condition t hereof, he must restore the area to a condition satisfactory to the District Engineer.

r. That if the recording of this permit is possible under applicable State or local law, the permittee shall take such action as may be necessary to record this permit with the Register of Deeds or other appropriate official charged with the responsibility for maintaining records of title to and interests in real property.

s. That there shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein.

t. That this permit may not be transferred to a third party without prior written notice to the District Engineer, either by the transferee's written agreement to comply with all terms and conditions of this permit or by the transferee subscribing to this permit in the space provided below and thereby agreeing to comply with all terms and conditions of this permit. In addition, if the permittee transfers the interests authorized herein by conveyance of realty, the deed shall reference this permit and the terms and conditions specified herein and this permit shall be recorded along with the deed with the Register of Deeds or other appropriate official.

II. Special Conditions: (Here list conditions relating specifically to the proposed structure or work authorized by this permit):

a. All construction debris will be disposed of on land in such a manner that it cannot enter the waterway.

b. Care will be taken to prevent any petroleum products, chemicals, or other deleterious materials from entering the water.

c. Slope of riprap, bank, or excavation, will be no steeper than 2 feet horizontal to 1 foot vertical.

d. Only clean, durable riprap will be used.

e. Work in the waterway will be done so as to minimize turbidity increases in the water that tend to degrade water quality and damage aquatic life.

f. Land disposal of dredged material will be accomplished behind adequately maintained protective berms, which will prevent the material from returning to the waterway.

g. If a hydraulic dredge is used, the dredge is to be operated with the intake on or below the surface of the material being removed.

h. Waste water from hydraulic dredging operations shall comply with appro-riate water quality standards.

i. The disposal area, method of disposal, or method of dredging will not be changed without prior written approval of the District Engineer.

j. Work performed under this permit is further subject to such enforcement actions as may be instituted by the State of Oregon or its agencies under the provisions of Division of State Lands Removal/Fill Permit No. 3477.

(Cont'd on page 3a)

Special Conditions: (Cont'd)
071-0YA-2-004169

k. When the District Engineer has been notified by a fishery agency that a filling activity is adversely affecting fish or wildlife resources or the harvest thereof, and when the District Engineer subsequently directs remedial measures, the permittee will comply with such directions as may be received to suspend or modify the activity, to the extent required to mitigate or eliminate the adverse effect.

l. Riprap placed for bankline erosion control shall follow the existing bankline and shall not encroach onto the adjacent wetlands in Nehalem Bay.

The following Special Conditions will be applicable when appropriate:

STRUCTURES IN OR AFFECTING NAVIGABLE WATERS OF THE UNITED STATES:

a. That this permit does not authorize the interference with any existing or proposed Federal project and that the permittee shall not be entitled to compensation for damage or injury to the structures or work authorized herein which may be caused by or result from existing or future operations undertaken by the United States in the public interest.

b. That no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized by this permit.

c. That if the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.

d. That the permittee, upon receipt of a notice of revocation of this permit or upon its expiration before completion of the authorized structure or work, shall, without expense to the United States and in such time and manner as the Secretary of the Army or his authorized representative may direct, restore the waterway to its former conditions. If the permittee fails to comply with the direction of the Secretary of the Army or his authorized representative, the Secretary or his designee may restore the waterway to its former condition, by contract or otherwise, and recover the cost thereof from the permittee.

e. Structures for Small Boats: That permittee hereby recognizes the possibility that the structure permitted herein may be subject to damage by wave wash from passing vessels. The issuance of this permit does not relieve the permittee from taking all proper steps to insure the integrity of the structure permitted herein and the safety of boats moored thereto from damage by wave wash and the permittee shall not hold the United States liable for any such damage.

MAINTENANCE DREDGING.

a. That when the work authorized herein includes periodic maintenance dredging, it may be performed under this permit for _____years from the date of issuance of this permit (ten years unless otherwise indicated);

b. That the permittee will advise the District Engineer in writing at least two weeks before he intends to undertake any maintenance dredging.

DISCHARGES OF DREDGED OR FILL MATERIAL INTO WATERS OF THE UNITED STATES:

a. That the discharge will be carried out in conformity with the goals and objectives of the EPA Guidelines established pursuant to Section 404(b) of the FWPCA and published in 40 CFR 230;

b. That the discharge will consist of suitable material free from toxic pollutants in other than trace quantities;

c. That the fill created by the discharge will be properly maintained to prevent erosion and other non-point sources of pollution; and

d. That the discharge will not occur in a component of the National Wild and Scenic River System or in a component of a State wild and scenic river system.

DUMPING OF DREDGED MATERIAL INTO OCEAN WATERS:

a. That the dumping will be carried out in conformity with the goals, objectives, and requirements of the EPA criteria established pursuant to Section 102 of the Marine Protection, Research and Sanctuaries Act of 1972, published in 40 CFR 220-228.

b. That the permittee shall place a copy of this permit in a conspicuous place in the vessel to be used for the transportation and/or dumping of the dredged material as authorized herein.

This permit shall become effective on the date of the District Engineer's signature.

Permittee hereby accepts and agrees to comply with the terms and conditions of this permit.

Frank E. Hopkins — Feb. 3, 1982

PERMITTEE — DATE

BY AUTHORITY OF THE SECRETARY OF THE ARMY.

for — 5 February 1982

DATE

TERENCE J. CONNELL
Colonel, Corps of Engineers
DISTRICT ENGINEER,
U.S. ARMY, CORPS OF ENGINEERS

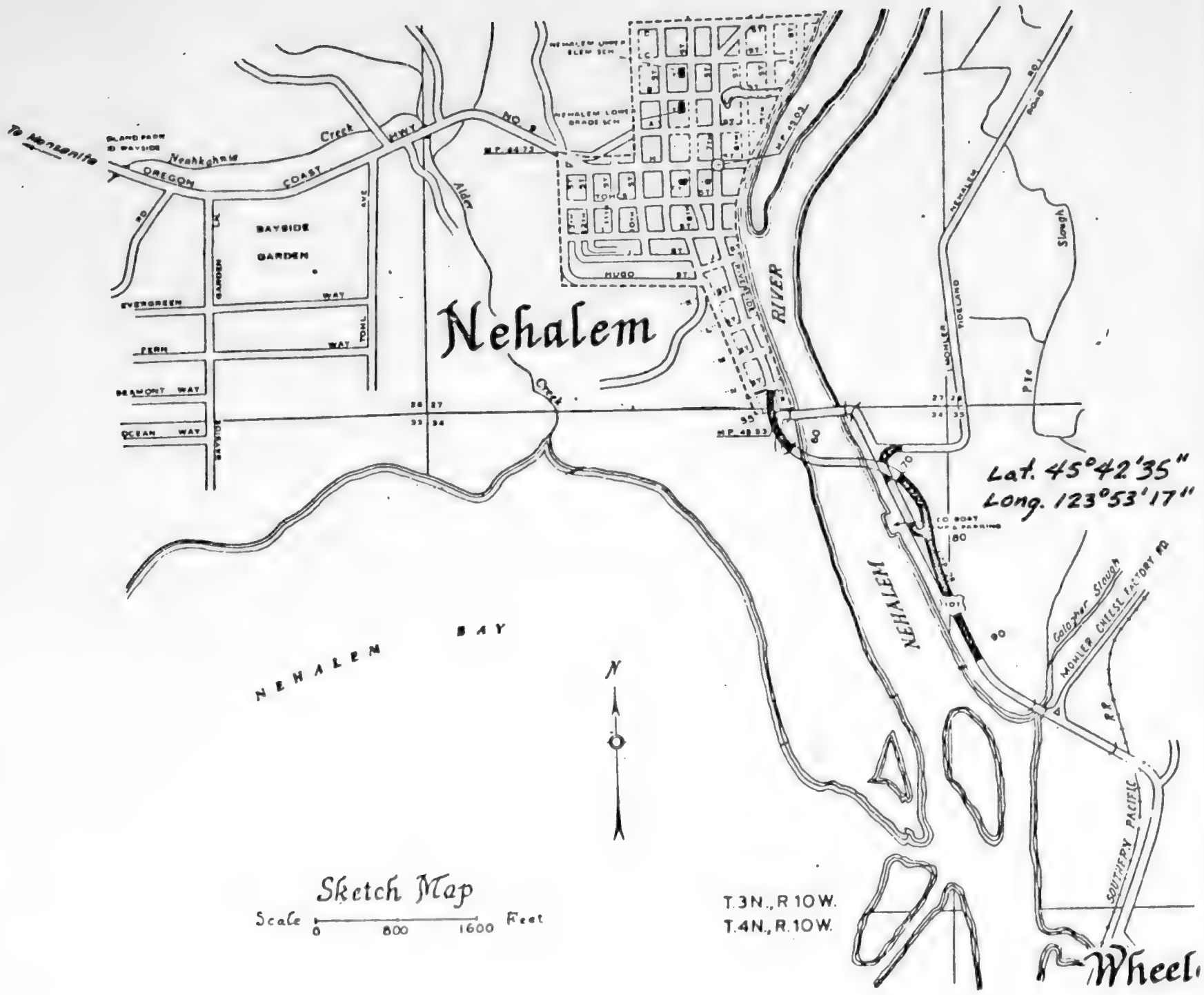
Transferee hereby agrees to comply with the terms and conditions of this permit.

_____ — _____

TRANSFEREE — DATE

☆ U.S. GOVERNMENT PRINTING OFFICE: 1980—624-404 3-1

004169 (Nehalem River - Fill)



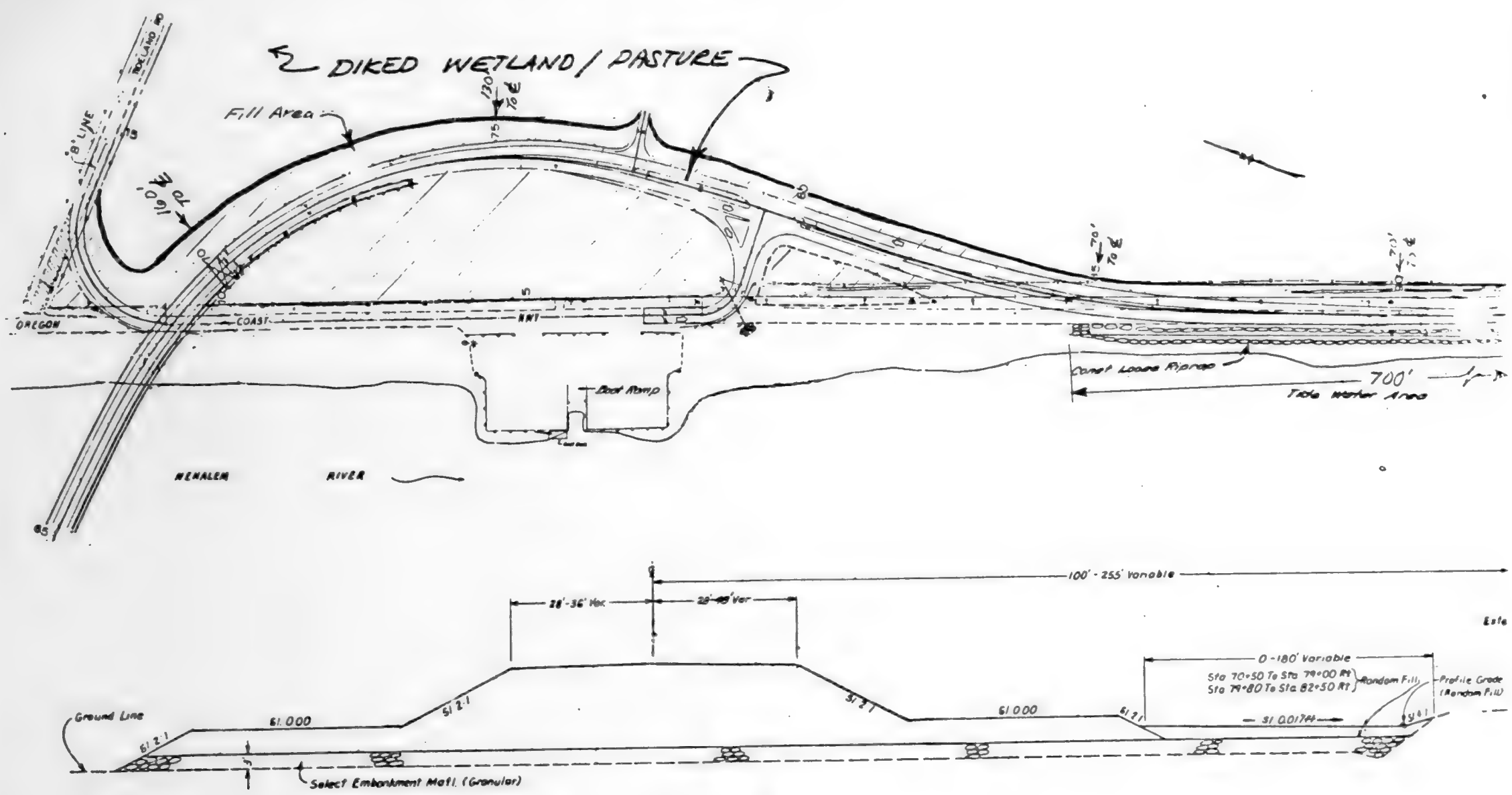
Sketch Map

Scale 0 800 1600 Feet

PROPOSED BRIDGE OVER THE NEHALEM RIVER
NEAR NEHALEM, OREGON TILLAMOOK COUNTY
APPLICATION BY THE:
OREGON TRANSPORTATION COMMISSION

JULY 1981 SHEET 1 OF 2

004169 (Nehalem River - Fill)



STA. 69+96 To STA. 84+00

LOOSE RIPRAP INSTALLATION DETAIL
STA 85+00 To STA 92+00 Rt

PROPOSED BRIDGE OVER THE NEHALEM RIVER
NEAR NEHALEM, OREGON TILLAMOOK COUNTY
APPLICATION BY THE:
OREGON TRANSPORTATION COMMISSION
JULY 1981 SHEET 2 OF 2

U.S. Department of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Projects RF-180(28 & BRF-2-5(8)
Nehalem River Bridge Fill
Pier Settlement Comments

Date: February 1, 1982

From: Division Administrator

Reply to Attn. of: HBR-OR

To: Mr. H. S. Coulter, State Highway Engineer, ODOT
ATTN: Mr. W. J. Hart, Bridge Engineer, OSHD

H. S. COULTER

Attached are comments and computations on the approach fill settlement and the settlements at bents 5 and 6 of the Nehalem River Bridge in Tillamook County.

Please consider the comments in your preparation of the PS&E documents.

For Dale E. Wilken

cc:
OSHD (W J Hart, Br)

RECEIVED
STATE HWY ENGR
FEB 2 '82
REFER TO
FOR
Info | Inves | R/D | D.R | Sign | Act | File

2-1-82

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. RF-180(28)		
2. STATE PROJECT NO. See below		
3. FROM Dale E. Wilken, Division Administrator FHWA - Oregon Division	4. PROGRAM NO.	4A. COUNTY NAME Tillamook
	5. ITEM NO. RF-103	

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
2/1/82	Primary 28	Primary 9

10. GENERAL LOCATION:

Nehalem River Bridge Section

11. GENERAL DESCRIPTION OF WORK

Program change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☒ OTHER *(Specify)* Program change See below

13. REMARKS

As requested in Mr. Swan's letter of 1/20/82 I approve the revised Preliminary Engineering Costs to a TEC of $341,500 Federal Funds $267,024.

(Increase TEC $81,800 Federal Funds $63,959)

RECEIVED
STATE HWY ENGR
FEB 5 '82
REFER TO
FOR

14. DATE	15. SIGNATURE	16. TITLE
2/1/82		for Division Administrator

FORM PR-1240 (Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

9467

9

STATE OF OREGON

INTEROFFICE MEMO

Highway - Traffic

TRA 7-5

TO: D. N. Stoudenmeyer
Design Engineer

DATE: January 19, 1982

FROM: L. E. George
Traffic Engineer

SUBJECT: Sign Plans
Nehalem River Bridge Section
Oregon Coast Highway
Tillamook County

Versteeg
Anderson
Adams
Olson
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
JAN 21 1982
ROAD DESIGN SECTION

Do Not File
Return To
Bring
Action

1 plan kept by Ernest

Attached are two prints of the approved sign study plan for the above-named project.

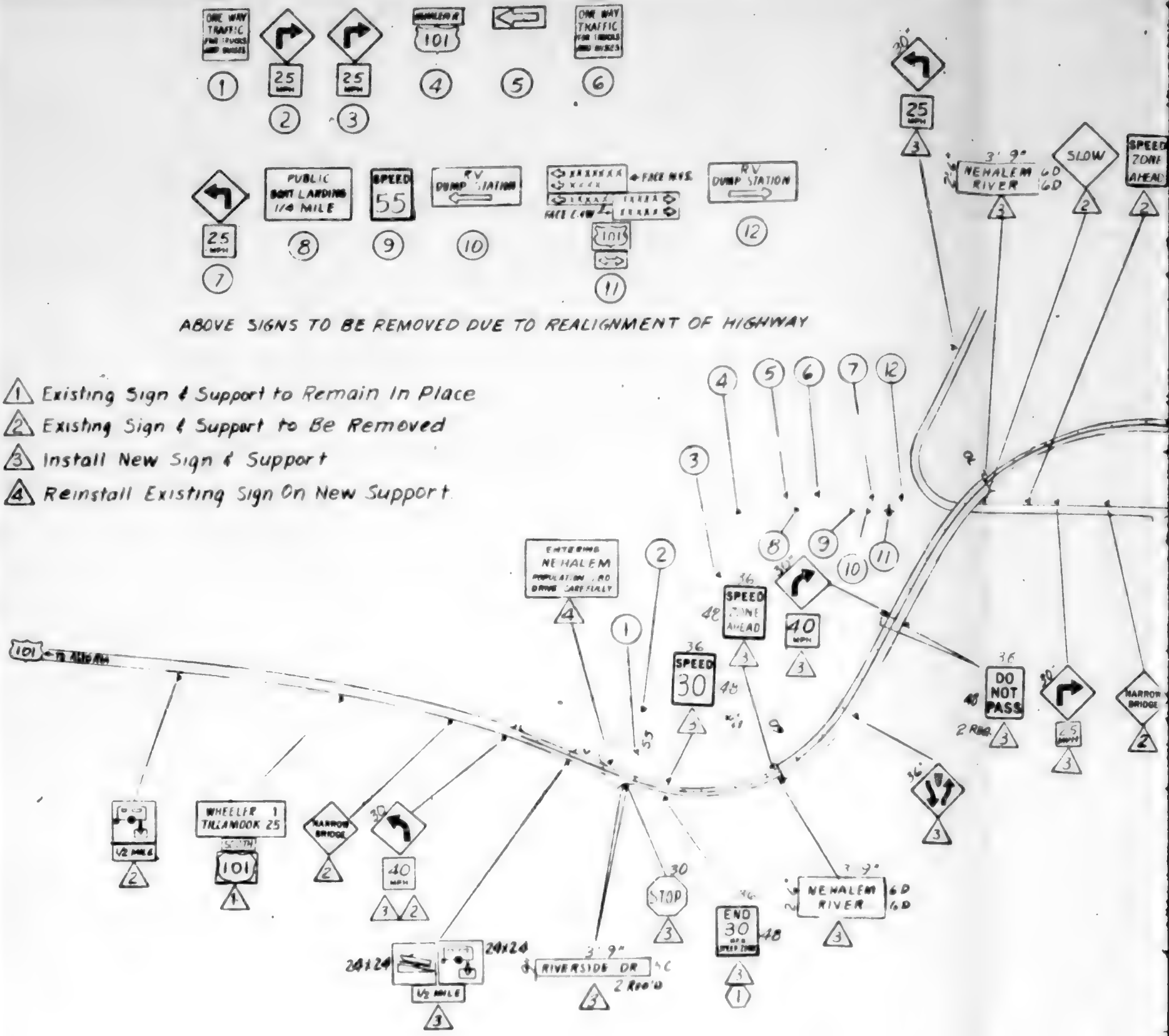
L. E. GEORGE - TRAFFIC ENGINEER

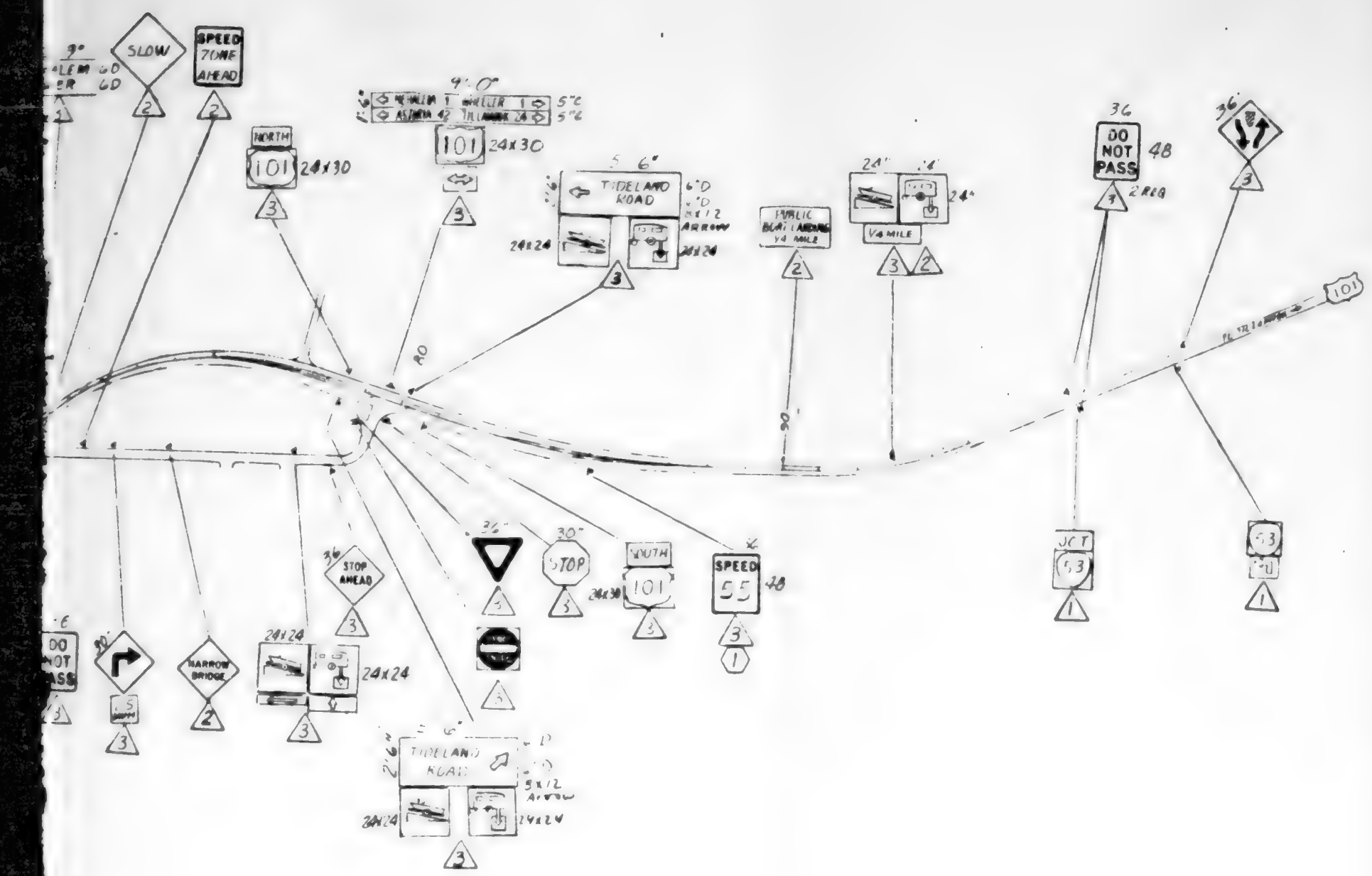
ELS:ds
Attachments

cc: C. O. Fredrickson
E. L. Everton

ABOVE SIGNS TO BE REMOVED DUE TO REALIGNMENT OF HIGHWAY

1. Existing Sign & Support to Remain In Place
2. Existing Sign & Support to Be Removed
3. Install New Sign & Support
4. Reinstall Existing Sign On New Support





Gerald Woodward
COUNTY
12-16-81

Jerry Robichaud
12-29-81

(1) REVISED 12/17/81

NEHALEM RIVER BRIDGE SEC.
OREGON COAST HWY. ~ TILLAMOOK COUNTY

12-14-81
12-16-81
1/1/82
1/18/82 FHWA

DEPARTMENT OF TRANSPORTATION
UNITED STATES COAST GUARD

MAILING ADDRESS
COMMANDER (oan)
THIRTEENTH COAST GUARD DISTRICT
915 SECOND AVE
SEATTLE, WASH 98174
PHONE (206) 442 5864

16591
Serial 543
29 December 1981

State of Oregon
Department of Transportation
ATTN: Mr. E. S. Hunter
Assistant State Highway Engineer
Transportation Building
Salem, OR 97310

RE: Proposed Replacement Highway Bridge Across
Nehalem River, Mile 1.0, near Nehalem, OR

Gentlemen:

Enclosed is bridge permit (102-81-13) dated 17 December 1981, approving location and plans for the above-referenced bridge replacement project.

It is requested that you notify this office at the time of start of construction and at monthly intervals thereafter until completion of the project. It is suggested that the report include a copy of the permit drawings with color pencil marking of the work to be performed. A final report is required upon completion of the project. The report should state that the work has been accomplished in accordance with the approved plans. Please note that special condition number one specifies that there shall be no deviation from these plans without the prior approval of the Commandant, U.S. Coast Guard.

Your cooperation is appreciated.

Sincerely,

John E. Mikesell

John E. Mikesell
Chief, Bridge Section
By direction of the District Commander

Encl: Bridge permit number (102-81-13)

RECEIVED
TECHNICAL SERVICES
DEC 31 '81
REFER TO
FOR
Info | Invest | R/D | L/R | Sign | Act | File

NOTED
E. S. HUNTER

cc Hunt
Henderson
Hastings
12 31 81

SPEED LIMIT 55
It's a law we can live with.

U.S. Department of Transportation
United States Coast Guard

BRIDGE PERMIT

DEC 16 1981

(102-81-13)

WHEREAS by Title V of an act of Congress approved August 2, 1946, entitled "General Bridge Act of 1946," as amended (33 U.S.C. 525-533), the consent of Congress was granted for the construction, maintenance and operation of bridges and approaches thereto over the navigable waters of the United States;

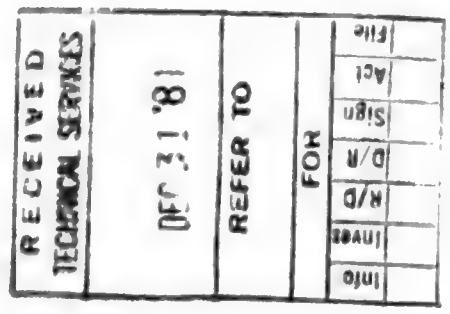
AND WHEREAS under Section 502(b) of that act, the authority of which was transferred to and vested in the Secretary of Transportation by Section 6(g)(6)(C) of the Department of Transportation Act (80 Stat. 931) and delegated by the Secretary to the Commandant, U.S. Coast Guard by Section 1.46(c) of Title 49 Code of Federal Regulations, it is required that the location and plans for such bridges be approved by the Commandant before construction is commenced and in approving the location and plans of any such bridge, the Commandant may impose any specific conditions relating to the construction, maintenance and operation of the structure which he deems necessary in the interest of public navigation, such conditions to have the force of law;

AND WHEREAS the - STATE OF OREGON - has submitted the location and plans of a bridge to be constructed across the Nehalem River near Nehalem, Oregon;

NOW THEREFORE, This is to certify that the location and plan sheets 1 and 2 (of 3) dated June 1981 and sheet 3 revised October 1981 are hereby approved by the Commandant, subject to the following conditions:

1. No deviation from the approved plans may be made either before or after completion of the structure unless the modification of said plans has previously been submitted to and received the approval of the Commandant.

2. The construction of falsework, cofferdams or other obstructions, if required, shall be in accordance with plans submitted to and approved by the Commander, Thirteenth Coast Guard District prior to construction of the bridge. All work shall be so conducted that the free navigation of the waterway is not unreasonably interfered with and the present navigable depths are not impaired. Timely notice of any and all events that may affect navigation shall be given to the District Commander during construction of the bridge. The channel or channels through the structure shall be promptly cleared of all obstructions placed therein or caused by the construction of the bridge to the satisfaction of the District Commander, when in his judgment the construction work has reached a point where s[redacted] action should be taken, but in no case later than ninety days after the bridge has b[redacted] opened to traffic.



DEC 16 1981

BRIDGE PERMIT
(102-81-13)

Continuation Sheet Bridge across the Nehalem River near Nehalem, Oregon

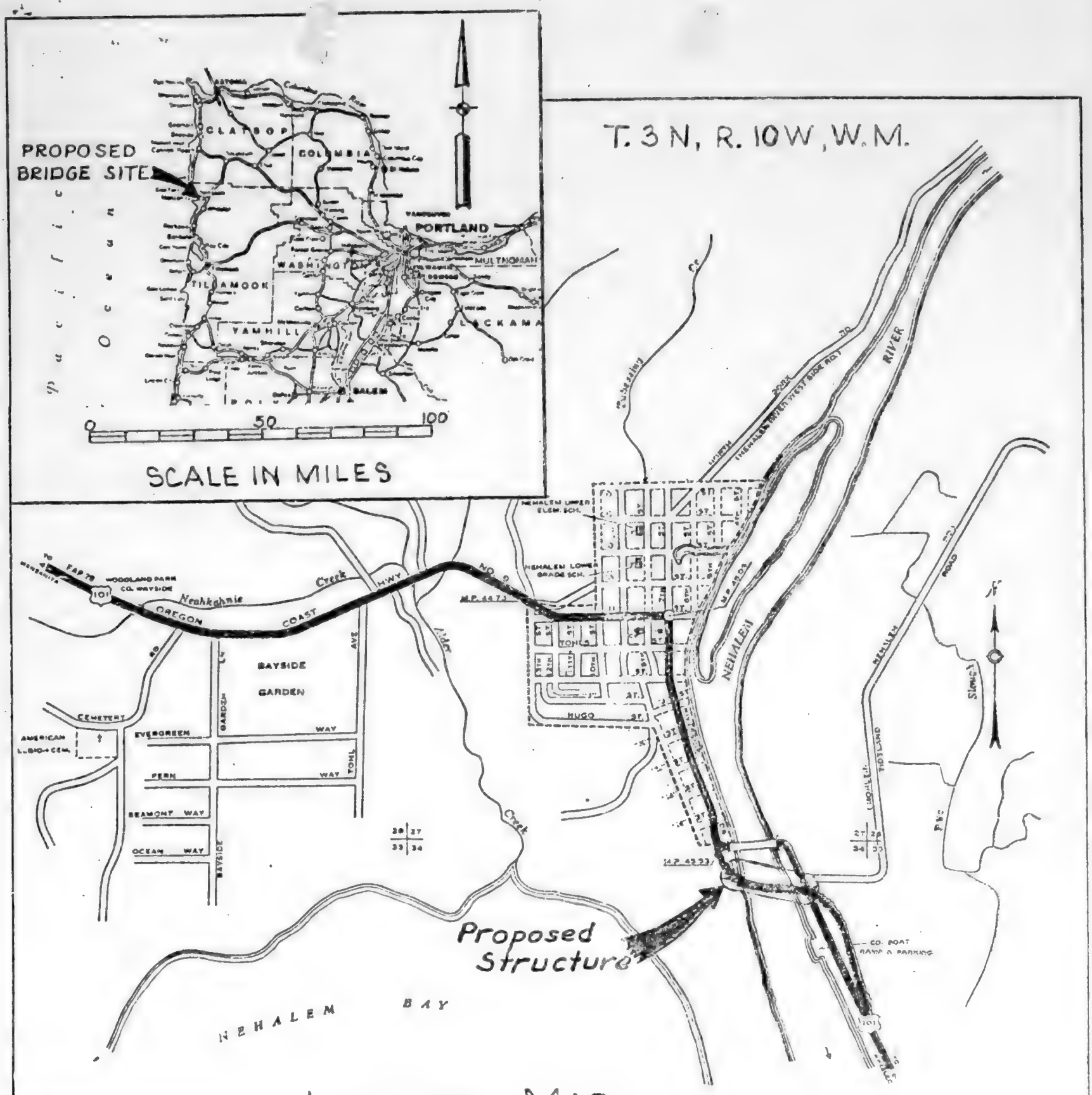
3. Issuance of this permit does not relieve the permittee of the obligation or responsibility for compliance with the provisions of any other law or regulation as may be under the jurisdiction of any federal, state or local authority having cognizance of any aspect of the location, construction or maintenance of said bridge.

4. All parts of the existing to be replaced Oregon State Route 101 Bridge across the Nehalem River, mile 1.1, shall be removed down to or below the natural bottom of the waterway and the waterway cleared to the satisfaction of the District Commander. A period of 90 days subsequent to the opening to traffic of the new bridge, mile 1.0, will be allowed for such removal and clearance.

5. When the proposed bridge is no longer used for transportation purposes, it shall be removed in its entirety or to an elevation deemed appropriate by the District Commander and the waterway cleared to the satisfaction of the District Commander. Such removal and clearance shall be completed by and at the expense of the owner of the bridge upon due notice from the District Commander.

6. The approval hereby granted shall cease and be null and void unless construction of the bridge is commenced within 3 years and completed within 5 years after the date of this permit.

J. WATT
Captain, U.S. Coast Guard
Chief, Bridge Administration Division
By direction of the Commandant



APPROVED
DEC 16 1981
P(102-81-13)
U.S.
COAST GUARD

LOCATION MAP
PROPOSED BRIDGE
OVER
NEHALEM RIVER
NEAR
NEHALEM, OREGON
TILLAMOOK COUNTY
APPLICATION BY OREGON TRANSPORTATION COMMISSION

June, 1981.

SHEET 1 OF 3

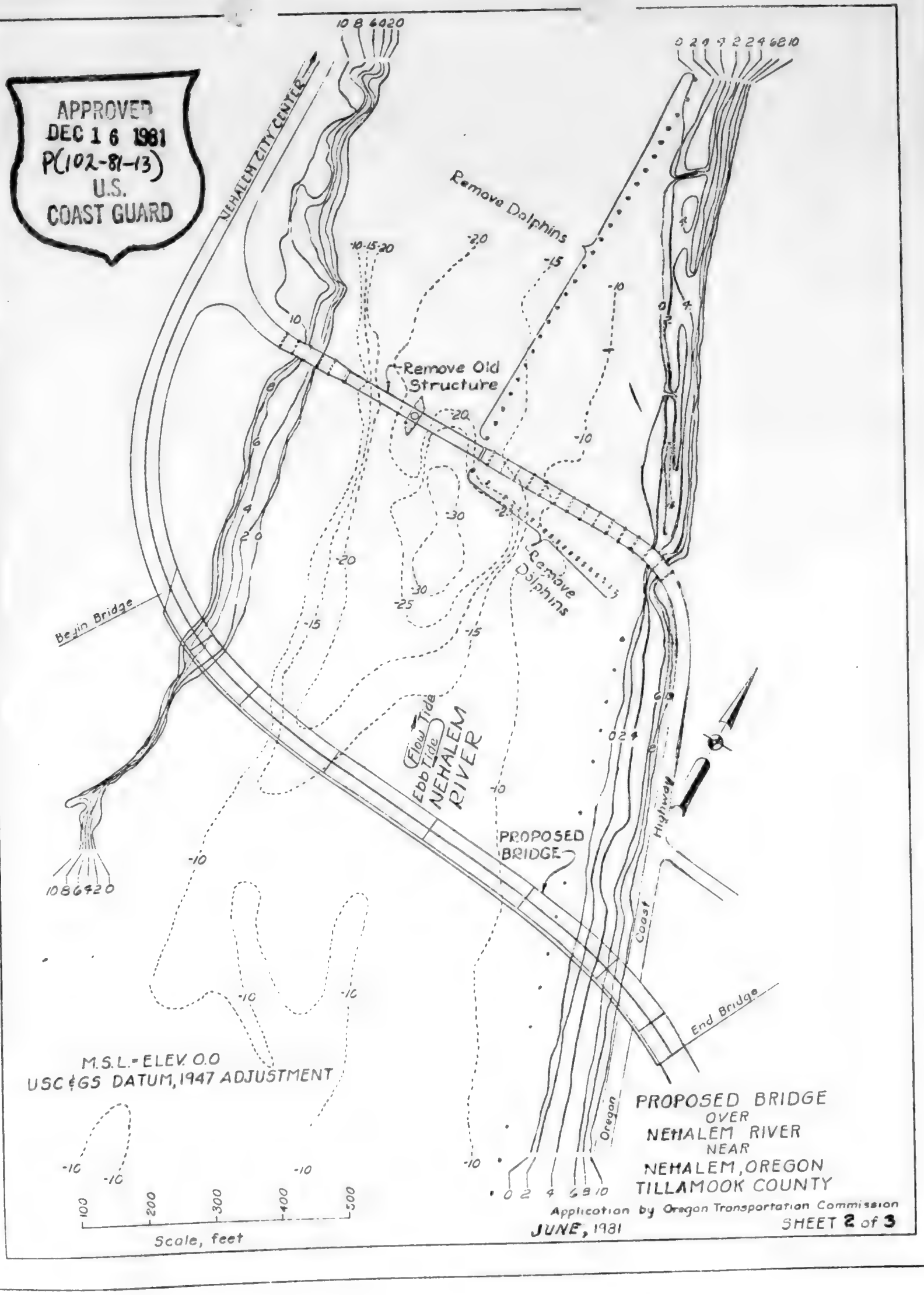
NEHALEM
TILLAMOOK COUNTY, OREGON

Prepared by the Oregon State Highway Division
In cooperation with the U.S. Department of Transportation Federal Highway Administration

Population 250

Revised February 1974

APPROVED
DEC 16 1981
P(102-81-13)
U.S.
COAST GUARD



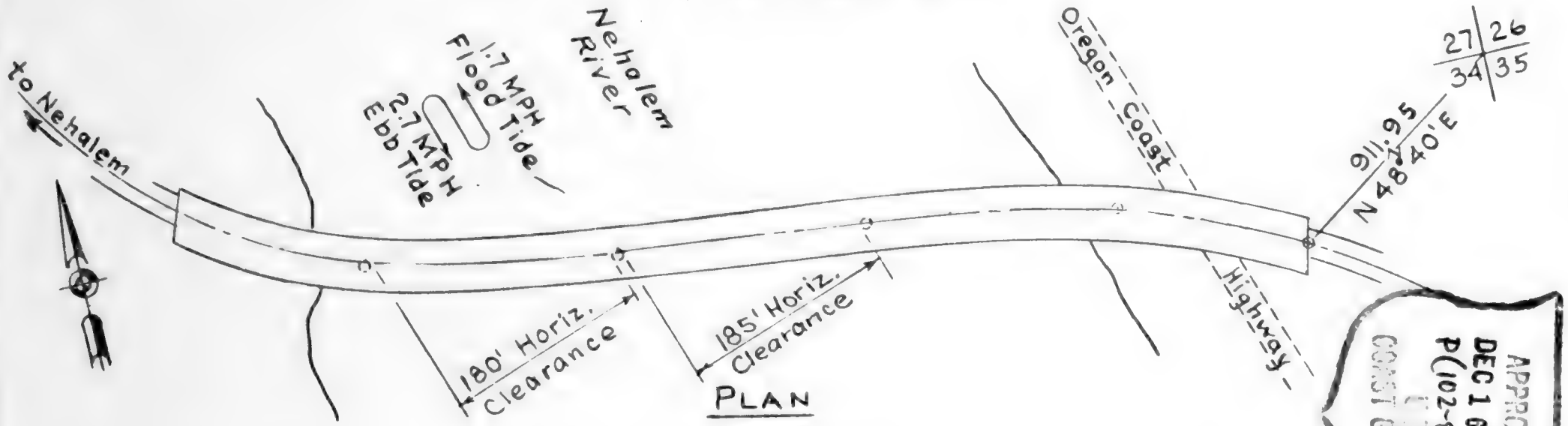
PROPOSED BRIDGE OVER NEHALEM RIVER NEAR NEHALEM, OREGON TILLAMOOK COUNTY

Application by Oregon Transportation Commission

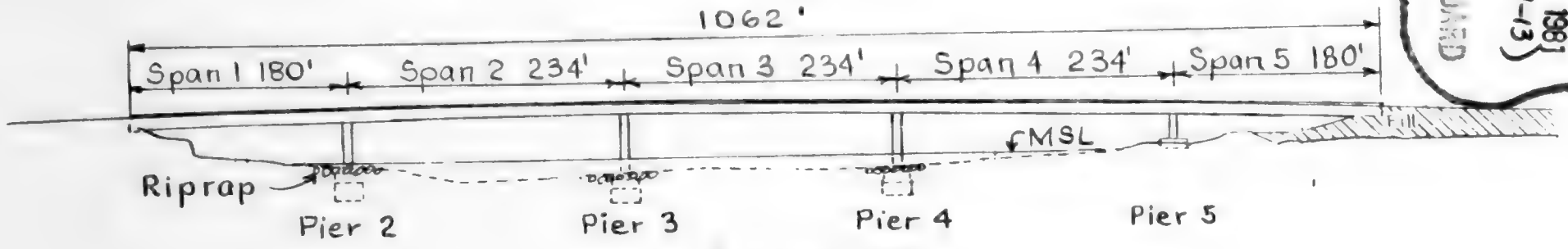
JUNE, 1981

SHEET 2 of 3

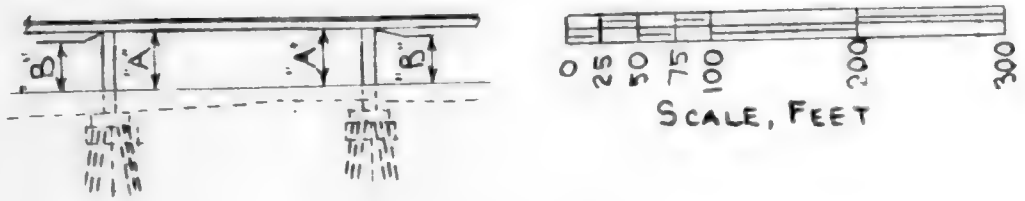
T 3N R 10W W.M.



PLAN



ELEVATION



MHHW	EL. 6.1
MHW	EL. 5.4
MSL	EL. 0.0
MLLW	EL. -2.5

The design provides vertical clearance "A", throughout the mid 120 feet of the span. This clearance exists to within 60 feet of the piers. The least vertical clearance, "B", occurs near the piers.

Span Clear. above	2 MLLW	2 MHW	3 MLLW	3 MHW
"A"	38.0	30.1	39.5	31.6
"B"	36.5	28.6	36.5	28.6

APPROVED
DEC 16 1981
P(102-81-13)
COAST GUARD

PROPOSED BRIDGE OVER THE
NEHALEM RIVER
NEAR
NEHALEM OREGON TILLAMOOK COUNTY
APPLICATION BY THE
OREGON TRANSPORTATION COMMISSION
Rev. Oct., 1981

December 23, 1981

DES 23
BR 574F

Commander
13th Coast Guard District
Aids to Navigation Branch
Federal Building
915 Second Avenue
Seattle, WA 98174

Gentlemen:

Proposed Nehalem River Bridge Replacement
BR 574F, River Mile 1.0

On behalf of the Oregon Department of Transportation's Highway Division, I would like to express our appreciation and gratitude for the assistance and cooperation your staff gave us in the processing of our permit application for the construction of the new bridge across the Nehalem River at Nehalem, Oregon. We would not have been able to maintain the schedule which will lead to the orderly completion of this project without the help of John Mikesell and his staff.

Your bridge section also helped in clearing the way for the dredging contract by the Port of Nehalem, which was essential to the maintaining of our schedule. In all respects, they were most helpful.

Again, our thanks for all your efforts on our behalf.

Sincerely,

E. S. Hunter, PE, PLS
Assistant State Highway Engineer
Technical Services Branch

cc Dale Wilken - FHWA

bc H. S. Coulter
Walt Hart
J. H. Versteeg
Frank Terpin
Gary Potter

WJH:jrb ja

4-1-9

STATE OF OREGON

INTEROFFICE MEMO

TO: C. O. Fredrickson
Region II Engineer

DATE: December 11, 1981 DES 23
574F

FROM: ORIGINAL SIGNED
T. G. THOMPSON
T. G. Thompson
Principal Structural Design Engineer

SUBJECT: Nehalem River Bridge
Oregon Coast Highway
Tillamook County
BR 574F

NOTED
E. S. HUNTER

Attached are two reduced prints of Drawing 36314 which is a revised preliminary plan and elevation for this structure.

The revision consists of changing from an eight-span bridge with pre-cast elements to a five-span post-tensioned box girder. Changes in foundation design from that of the original proposal made the longer span structure cost-competitive with the earlier proposal. For the same amount of money, this design seems aesthetically more pleasing and has the advantage of greater horizontal clearance for river traffic.

The Federal Highway Administration has given its approval of this concept.

The estimated cost of this structure, including an allowance for engineering and contingencies is $6,600,000.

ATB:jrb

cc: E. S. Hunter
D. H. Moehring
D. R. Adams /w/ 1 print
G. L. Potter /w/ 1 print

RECEIVED
TECHNICAL SERVICES
DEC 14 '81
REFER TO
FOR
Info | Invest | R/D | D/R | Sign | Act | File

Contains Recycled Materials
81-125-1387

GP*75683-1

1981 12.8.8

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: BRF-2-5(8)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 00094

2A. COUNTY NAME: Tillamook

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 12-8-81

8. FEDERAL ROUTE NUMBER: Primary 2

9. STATE ROUTE NUMBER: Primary 9

10. GENERAL LOCATION:

Nehalem River Bridge Section

11. GENERAL DESCRIPTION OF WORK

Revised authorization date and method of payment.

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☒ OTHER *(Specify)* See below

13. REMARKS

My PR 1240 dated 11-23-81 for the subject project is amended to show date of authorization to proceed effective December 8,1981. Also, the cost per cubic yard is amended to read "actual eligible costs not to exceed $3.25".

RECEIVED
STATE HWY ENGR
DEC 11 '81
REFER TO
FOR
Info | Inves | R/D | D.R | Sign | Act | File

14. DATE: 12-8-81

15. SIGNATURE OF APPROVING OFFICIAL: Dale E. Wilken

16. TITLE: Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

Salem, Oregon 97310

December 3, 1981

FILE:

FROM: Fred Yarbrough
Soils Engineer

TO: J. H. Versteeg
Road Design Engineer

SUBJECT: Nehalem Bridge Section
Oregon Coast Highway
Tillamook County
Foundation Strengthening for Fill
at Bridge Abutment, Station 70.

My memorandum on the above subject which was published at a meeting of Geotechnical Engineers, Bridge Section, Design Section, Region 2, and FHWA on Wednesday, November 25, is hereby modified in accordance with the conclusions of the meeting.

It was concluded that the costs of modifying the dredging contract for which bids are in hand, and the delay and uncertainty involved in obtaining modification of the 404 permit were more than the benefits to the project by the subexcavation proposed in the memo. It was agreed that no subexcavation of the foundation will be done.

It was proposed by the Geotechnical Engineers and agreed by all that the project fill construction should proceed as provided in the latest preliminary plan and as already designed for the dredging contract with the following modifications:

(1) The second stage fill placing to be done in the bridge construction contract shall not proceed until the pore pressure in the foundation has dissipated sufficiently that the fill and foundation will be stable. The permissible pressure will be specified in the bridge construction contract. The probability is that there will be no delay to the bridge construction.

(2) One settlement plate and two piezometers will be installed at each of two locations, all as will be detailed by John Marks. The locations will be near station 70 + 50 and 71 + 50. These must be installed before dredge fill is placed and will be in the way of the dredging work. So, the dredging contractor's agreement to protect them must be obtained.

(3) The counterbalance can be reduced in size to 10-feet maximum height at station 70 and 35-feet width outside the 2:1 slope. It shall be extended around the abutment slope to adjoin with the existing highway grade. The minimum height is three feet at station 74 + 50 and minimum width 15-feet. A typical section is attached. No counterbalance will be required ahead of station 74 + 50. The surcharge shall be as in the preliminary plans except the minimum height of surcharge shall be 5-feet. If there is a need to store or waste materials on the counterbalance, this can be done up to 17-feet height with safe stability.

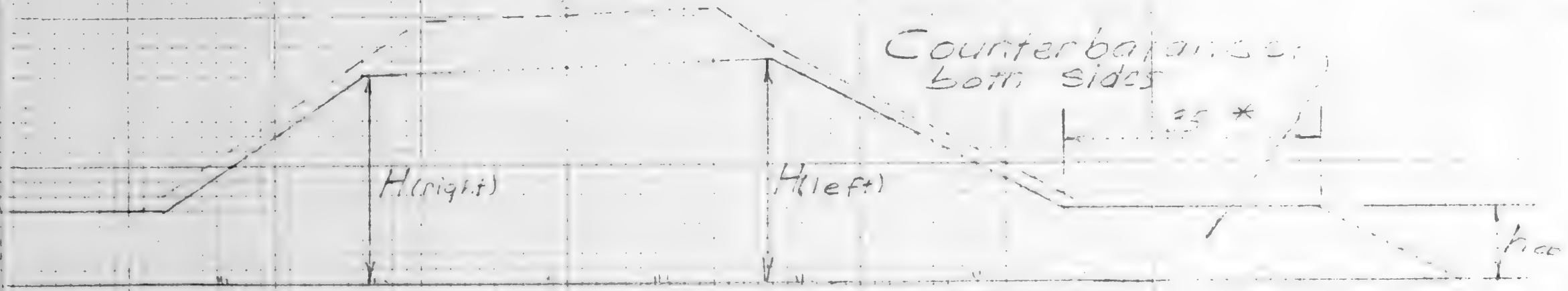
Persons attending the meeting on Wednesday November 25:

Walt Hart, Bridge Engineer
Jack Davis, Bridge Foundation Engineer
John Marks, Bridge Foundation Engineer
Herb Schell, FHWA Bridge Engineer
Bill Kappus, FHWA Area Engineer
Ron Chassie, FHWA Geotechnical Engineer
Gerald Wimer, Region 2 Construction Engineer
Chuck Pietrock, Region Planning Representative
Bill Cole, Design Engineer Supervisor
Frank Roberts, Project Designer
Don Keyes, Federal Projects Engineer
Fred Yarbrough, Soils Engineer

cc: To all above.

FWY:tb

* max. width at Sta 69+90



TYPICAL SECTION Sta 69+90 to 74+50
Looking backward
1" = 20 Ft.

$h_{cb} = H - 19'$, but not less than 5'
Reduce counterbalance width linearly to 15 at Station 74+50.

Nehalem Bridge

~~4-23-81~~
12-2

(7)

J. H. Versteeg
Road Design Engineer

Nov 25, 81

Nehalem Bridge Section
Oregon Coast Highway, Tillamook County
Foundation Strengthening for Fill At Bridge Abutment

In a review of the plans for the subject project about six weeks ago it was discovered that there was insufficient room for the needed counterbalance between the fill and the existing highway and between the abutment and river.

During discussion of alternatives it was brought out that more detailed soil investigation and testing might permit development of a plan which would not require lengthening the bridge to make room for the counterbalance. It was dicided to drill another hole at the specific location of the abutment and to send some of the samples to an outside lab for testing. An outside laboratory was chosen because they have modern shear testing equipment which the Highway Division does not have.

Both the drilling and the testing have shown that the foundation is much stronger than was shown by the first phase exploration and testing. The drill hole showed clearly that soft clay is confined in a layer not more than eight feet thick at the surface and that the material below is stronger and more free draining than previously indicated.

With the new information, Ron Chassie, FHWA Geotechnical Engineer, John Marks, Bridge Geotechnical Engineer, and Fred Yarbrough, Highway Soils Engineer, propose that modifications to the present plans for construction of the fill should be made as follows:

(1) Subexcavation of the 8-feet of soft organic clay should be made under the entire fill back of station 70 + 50 as shown on the attached plan sketch and cross section. This will make the fill stable in this reach without a counterbalance, will eliminate most of the secondary settlement that might load the bridge foundation, and will make the surcharge much more effective by eliminating the counterbalance load. No surcharge will then be required back of station 70 + 50.

(2) Because the recent drill hole at the abutment shows the foundation is quite free draining, the construction time restriction for completing the fill can be greatly reduced. The following may be substituted for the present specification:

Height of fill above original ground	Limit of permitted rate of increase in height of fill
0 to 12'	No limit.
12 to 30'	One foot per day average increase in height from the start of filling, and ~~one~~ more than 6-feet increase in any six consecutive days.

Actually, no time restriction is necessary for the fill between stations 69 + 90 and 70 + 50 where subexcavation will be made. And, in fact, it is desirable that the fill in this reach be filled to the top of the surcharge as soon as possible in order to permit as much of the settlement as possible to take place before the bridge foundation construction must be started at the abutment.

(3) The size of the counterbalance as now shown in the plans is excessive. The maximum size needed at station 70 + 50 is 10-feet height above original ground and 35-feet width outside the 2:1 slope. The height can be reduced one foot for each three feet drop in grade and the width gradually reduced to 25-feet at the low end.* If the proposed contract quantity cannot be modified, excess sand can be placed in the counterbalance area up to 17-feet height. This excess quantity in the counterbalance would be available for borrowing at any time it was desired.

(4) It is desired to install two settlement plates in the bridge abutment area at specific locations to be named by John Marks. These shall be installed after the subexcavation is made and the backfill placed not more than 2-feet above original ground. Details of these will be furnished shortly. These will be somewhat in the way of the Contractor but agreement must be made with him that he shall protect them from damage by his operation.

(5) The subexcavation must be made quite complete over the specified area in order to be effective. This will take some effort because much of the material to be removed is below the water table. The material to be removed may not be placed inside the fill slopes. It may be placed in the counterbalances, but if it is, the counterbalance height shall be raised one foot height for each two feet of subexcavation waste in it. No increase in width will be needed.

* No counterbalance is needed where the fill and surcharge will not exceed 17-feet height above original ground.

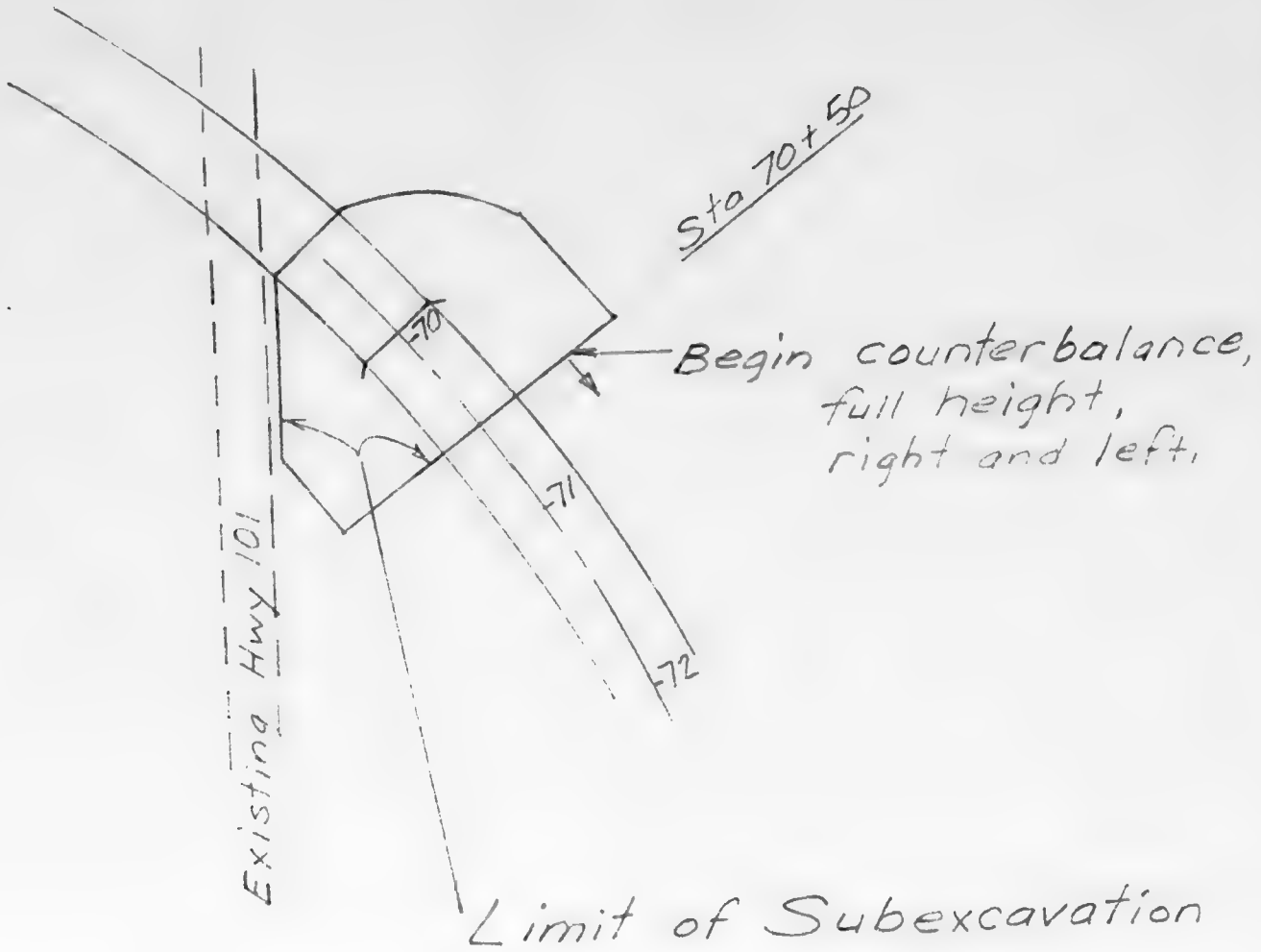
Frank Terpin
Walt Hart
Jack Davis
John Marks
Gerald Wimer
Bill Fretwell
Bill Cole
Chuck Pietrock
Ron Chassie
Bill Kappes
Herb Schell

H. L. Ralph
Soils Engineer

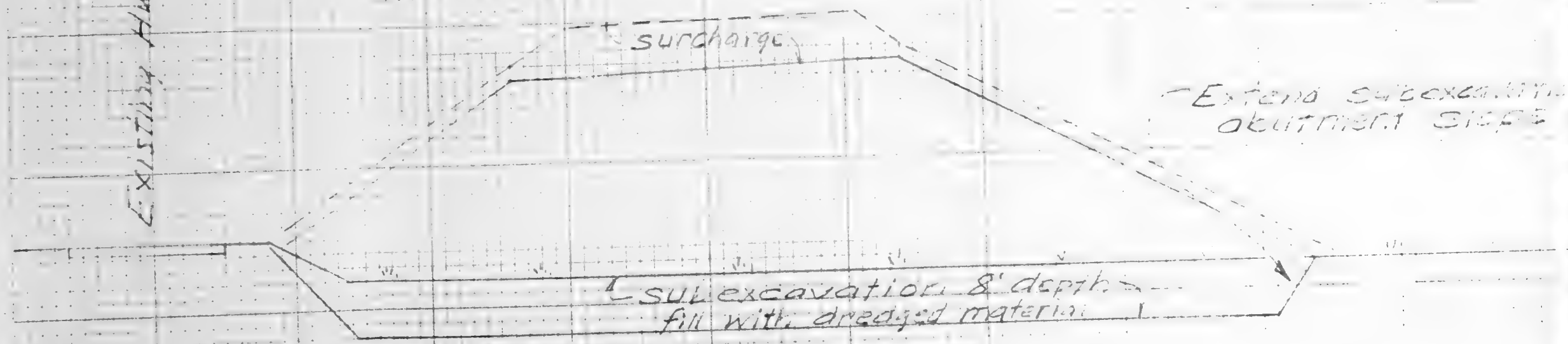
Nehalem Bridge Section

F.Y. 11-20 81

Fig.

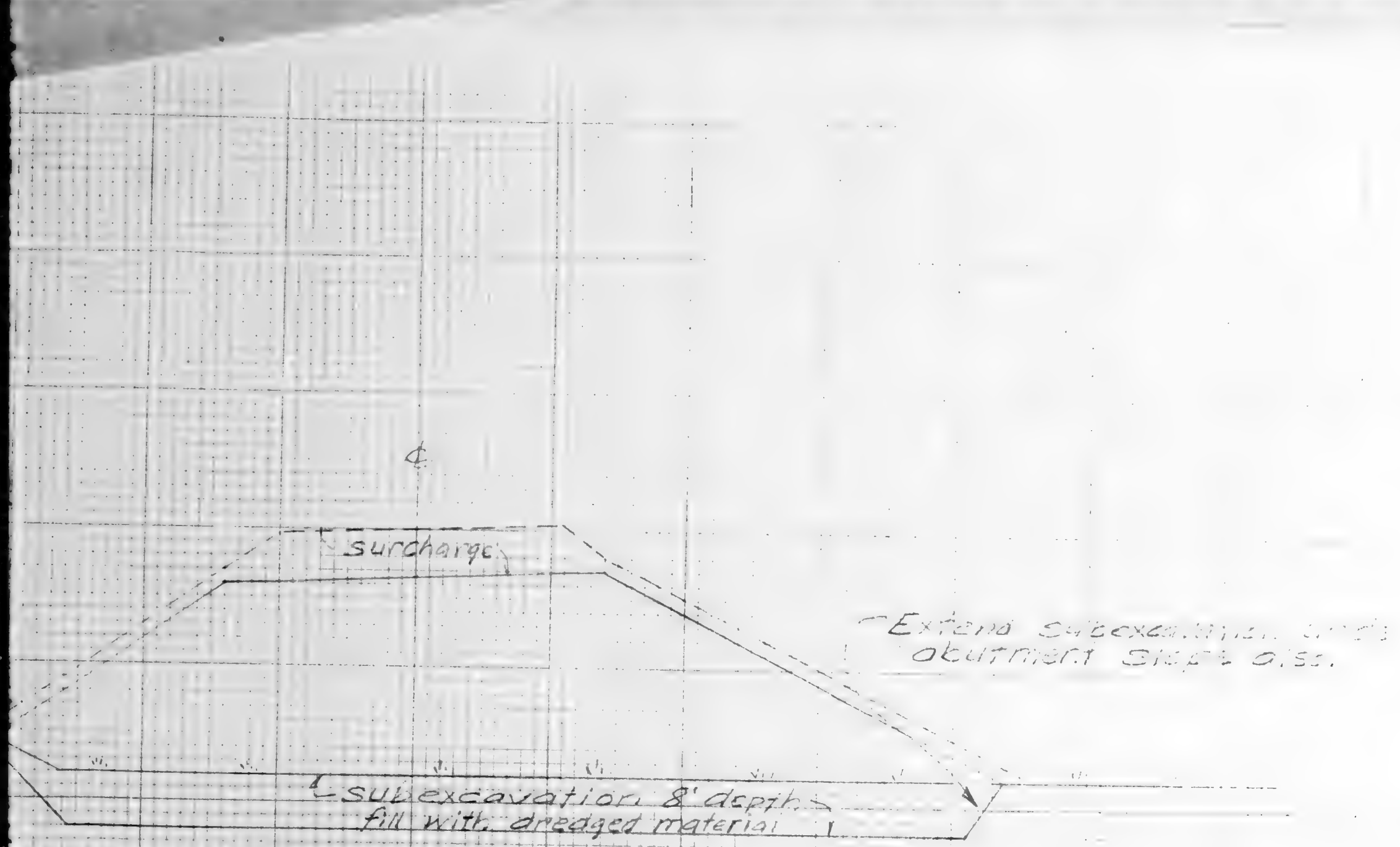


Backfill with dredged material except do not permit sediment from adjacent fill to flow into this subexcavation.



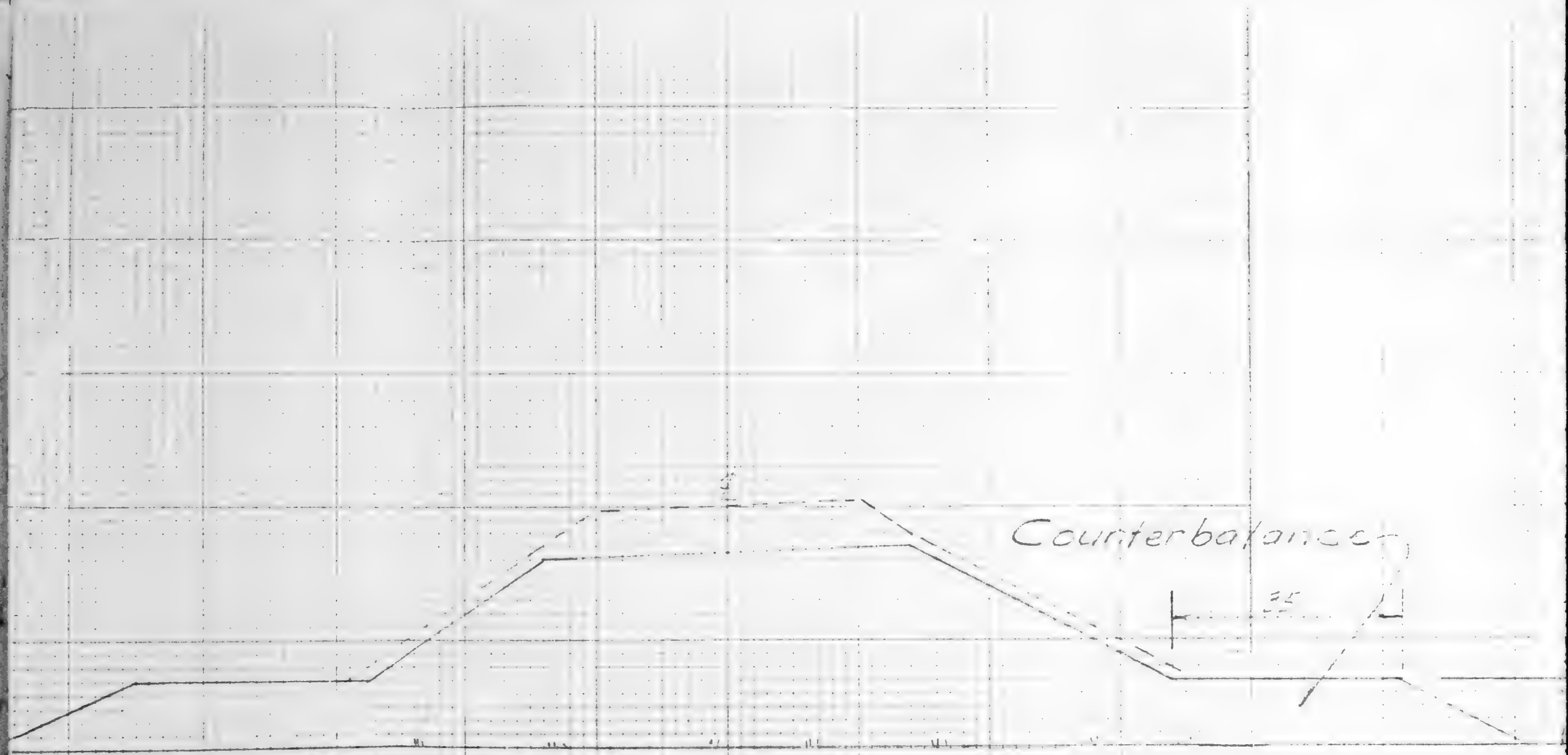
TYPICAL SECTION (looking backward)
Sta 69+94 to 70+50
1" = 20 Ft.

Nemours Bridge
11-20-81



TYPICAL SECTION (looking backward)
Sta 69+94 to 70+50
1" = 20 Ft.

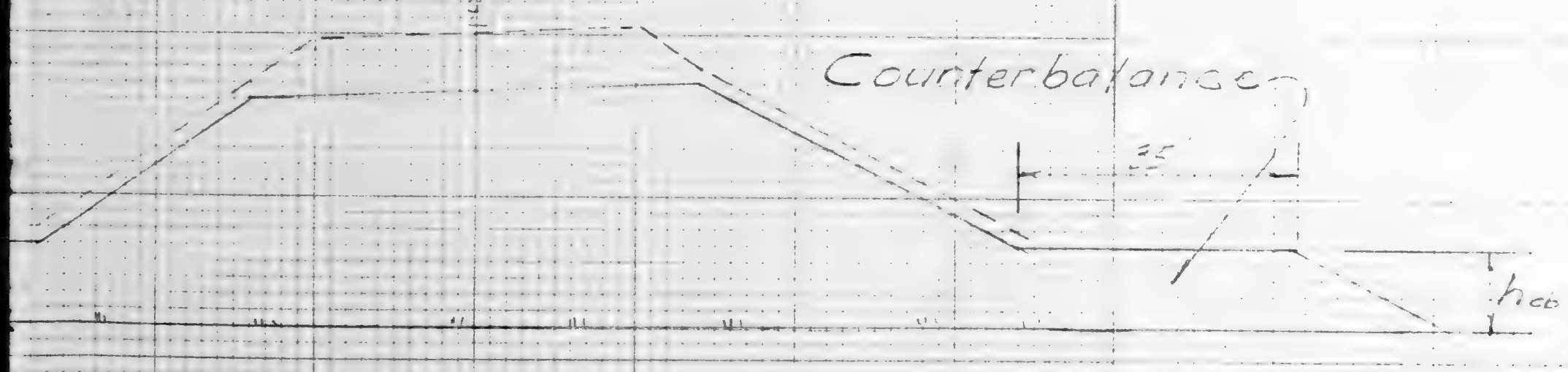
Nehoiem. Eriaje
11-20-81



TYPICAL SECTION sta 70+50 to 74+50 ±

1" = 20 Ft. h_{cb} = 10' at sta 70+50
= 3' " 74+50

Nehalem Briage
11-23-81



TYPICAL SECTION sta 70+50 to 74+50 ±

1" = 20 Ft. h_{cb} = 10' at sta 70+50
= 3' " " 74+50

Nehalem Bridge
11-23-81 Fig.

14107

U.S. Department of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project BRF-2-5(8)
Nehalem River Bridge Section
Grading Eligibility

Date: December 2, 1981

From: Division Administrator

Reply to Attn. of: HBR-OR
X-Ref: RF-180(28)

To: Mr. H. S. Coulter, State Highway Engineer, ODOT

We have reviewed Mr. Swan's letter of November 19, 1981 (signed by Mr. Gaither) on the touchdown point for bridge replacement funds.

The project alignment, grade, and limits appear reasonable and within the intent of Bridge Replacement Funding requirements. Please proceed with the project as detailed (~~Sta.~~ 51+50 - 92+00).

for Dale E. Wilken

cc:
OSHD (D E Swan, Proj Mgmt)
OSHD (W J Hart, Br)

RECEIVED
STATE HWY ENGR
DEC 3 '81
REFER TO
FOR
Info | Invest | R/D | D/R | Sign | Act | File

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: BRF-2-5(8)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 00094

2A. COUNTY NAME: Tillamook

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 11/23/81

8. FEDERAL ROUTE NUMBER: Primary 2

9. STATE ROUTE NUMBER: Primary 9

10. GENERAL LOCATION:

Nehalem River Bridge Section

11. GENERAL DESCRIPTION OF WORK

Stockpile of Dredge Material for Embankment in Place

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [XX] OTHER *(Specify)* See below

13. REMARKS

As requested in Mr. Swan's letter of 11/3/81 and under the provisions of FHPM 6-4-1.16 and 6-4-1.6 you are now authorized to proceed with the stockpiling of dredge material necessary for hydraulic fill on the suject project for a quantity of 111,000 cubic yards at $3.25 per cubic yard. Also, you are authorized to proceed with ditch excavation, and erosion control measures which include straw mulch with mulch binder and erosion netting. TEC $433,356 Federal Funds $346,684.

Specifications for embankment in place for the construction of the Nehalem River Bridge will apply to this stockpile dredge material.

RECEIVED
STATE HWY ENGR
NOV 27 '81
REFER TO
FOR

Info	Inves	R/D	O/R	Sign		File

11/24

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
11/23/81	G. K. Swan	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation

HIGHWAY DIVISION

TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

PRO 6-2

November 19, 1981

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: D.E. Swan
Operation Programming Engineer

SUBJECT: Grading Portion Eligibility
Project No. BRF-2-5(8)
Nehalem River Bridge Section
Tillamook County

This is in response to your November 9, 1981 memorandum (HBR-OR) concerning the limits of the approaches requested to be funded under the Bridge Replacement program on the subject project.

Your memorandum apparently refers to the second sentence of paragraph 4b(2) of FHPM 6-7-4-1, which begins with "A nominal amount of approaches, ---". I contend the sentence continues in order to clarify the word "nominal". For the continuation describes a nominal amount as that which is "--- sufficient to connect the new facility to the existing roadway or to return the gradeline to an attainable touchdown point in accordance with good design pratices ---". It goes on further to state that this work "is also eligible".

The ineligible work is defined in paragraph 4c as "--- the costs of long approach fills, --- when constructed beyond the attainable touchdown point, ---".

The proposed structure is not on free location in which the bridge would be secondary to the total roadway improvement. It is located on improved alignment adjacent to the existing bridge and therefore dictates the roadway requirements.

Due consideration has been given the aforesaid regulatory material of FHPM 6-7-4-1 and I do not feel that my project request violates the use of Bridge Replacement funds. The project termini do connect to the existing roadway at attainable touchdown points in accordance with good design practices.

However, by a minor compromise of "good design practices", an adequate connection for funding split could be considered opposite station 84 if one would envision increasing the length of the 8 degree curve, extending the 3.8 percent gradient and reverse into an 8 degree curve to connect to the existing roadway. This would in effect be equivalent to shortening the east approach to approximately 1,400 feet, reducing the estimated total cost of the Bridge Replacement funded portion of the project approximately $200,000 or about 2 1/2 percent.

I trust that these comments will be sufficient to permit favorable action on my request of November 3, 1981.

JLG:bkc

cc: Walt Hart
General Files

Memorandum

U.S. Department of Transportation
Federal Highway Administration

THE OREGON DIVISION - SALEM

Subject: Oregon Project BRF-2-5(8)
Nehalem River Bridge Section
Grading Portion Eligibility
Tillamook County

Date: November 9, 1981

From: Division Administrator

Reply to Attn. of: HBR-OR

To: Mr. H. S. Coulter, State Highway Engineer, ODOT

Reference is made to Mr. Swan's November 3, 1981, letter requesting program approval for the above project. Please note Bridge Replacement Funds are restricted to a "nominal" amount of approaches and the connections you propose are 800' beyond the west end and 2200'± beyond the east end of the structure.

We feel the lengths of grading you propose are outside the true intent of the Bridge Replacement program. These additional grading items should utilize "Other" funds.

Please restudy the eligibility connecting points of the proposal and adjust the funding limits accordingly.

For Dale E. Wilken

cc:
OSHD (D E Swan, Proj Mgmt)
OSHD (J L Gaither, Proj Mgmt)
OSHD (W J Hart, Br)

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STAT. HWY ENGR
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FOR

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11/18

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L. 7

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.

PRO 6-2

November 3, 1981

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: D.E. Swan
Operation Programming Engineer

SUBJECT: Project Data Submission
Item No. 00094
Project No. BRF-2-5(8)
Nehalem River Bridge Section
Tillamook County

Attached support data consists of PR-1 forms and project maps for the subject project.

It is the Oregon State Highway Division's intention to claim reimbursement under FHPM 6-4-1-16, paragraph 5c, for State furnished dredge spoil as it is incorporated into the project.

Based on the public interest finding approval October 5th under Project RF-180(28) and the enclosed copies of the PS&E documents I request authorization to proceed with actions necessary to advance the physical construction provided for by the first stage of the project at an estimated total cost of $433,356 with an obligation of $346,684 in Federal funds.

JLG:bkc
Enc.

cc: C.O. Fredrickson (Region 2)
General File

Form 734-3122

DEPARTMENT OF TRANSPORTATION
UNITED STATES COAST GUARD

MAILING ADDRESS
COMMANDER (oan)
THIRTEENTH COAST GUARD DISTRICT
915 SECOND AVE
SEATTLE, WASH 98174
PHONE (206) 442-5864

16591
Serial 447
30 October 1981

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STATE HWY ENGR
NOV 2 '81
REFER TO
cy Fredrickson
FOR
Info | Invest | R/D | D/R | Sign | Act | File

In reply refer to
Proposed Replacement Bridge
Across Nehalem River, Mile 1.0,
Near Nehalem, Oregon

PUBLIC NOTICE NO. 81-N-10, AMENDED

All interested parties are notified that an amended application has been received by Commander, Thirteenth Coast Guard District, from the State of Oregon Department of Transportation, Highway Division, Transportation Building, Salem, Oregon 97310, for approval of location and plans for construction of a replacement highway bridge across a navigable waterway as follows:

WATERWAY AND LOCATION

Nehalem River, mile 1.0, near Nehalem, Oregon.

CHARACTER OF WORK

The applicant proposes to replace the existing two-lane swing span highway bridge at mile 1.1 with a modern concrete structure approximately 0.1 mile downstream. The purpose of the project is to provide a safer structure capable of accommodating present and future traffic. Drawbridge operating regulations provide that the existing bridge need not open for the passage of vessels. Vertical clearances would be increased, compared to those available with the current bridge in the closed position. Horizontal clearances also would be increased. The revisions to the original application consist of an increase in the overall length of the structure by six feet and a reduction in the number of spans from eight to five, with a resulting increase in the length of individual spans. Existing and proposed navigation clearances are:

	Existing	Proposed
Horizontal	77 feet	120 feet (center portion of main spans)
Vertical	26.0 feet at mean lower low water 18.1 feet at mean high water	39.5 feet* at mean lower low water 31.6 feet* at mean high water

*Clearances noted are for span 3; for span 2, vertical clearances are reduced by 1.5 feet

SPEED LIMIT 55
It's a law we can live with.

ENVIRONMENTAL CONSIDERATIONS

The Federal Highway Administration (FHWA) is the lead federal agency for purposes of the National Environmental Policy Act of 1969, as amended (NEPA). FHWA has determined that the proposed project would not be a major action significantly affecting the quality of the human environment. A negative declaration has been issued by FHWA. The Coast Guard, having conducted an independent review of the project, concurs in the determination by FHWA. Environmental documentation submitted in support of the proposal is available for inspection in the offices of the applicant and at the office of the Commander, Thirteenth Coast Guard District, Aids to Navigation Branch.

Separate permits have been issued by the U.S. Army Corps of Engineers pursuant to section 404 of the Clean Water Act, as amended, and section 10 of the Rivers and Harbors Act of 1899. The permits allow dredging of approximately 180,000 cubic yards of sand and silt from the Nehalem River and placement of that material in a diked wetland/pasture disposal area as fill for the proposed highway. In addition, approval has been granted for the placement of riprap for erosion control. The State of Oregon Department of Environmental Quality has been requested to provide water quality certification for this project.

No properties protected by section 4(f) of the Department of Transportation Act of 1966, as amended, would be affected by the proposed project.

The applicant has certified that the proposed activity complies with the State of Oregon approved coastal management program and would be conducted in a manner consistent with such program. Although the project would be an encroachment on the floodplain of the Nehalem River, it has been determined that the encroachment would not be significant.

The project would result in direct impacts on 8.3 acres of wetlands. FHWA has determined that there is no practicable alternative to construction in wetlands and that all practicable measures to minimize harm from the construction will be taken. FHWA has determined that the impact on wetlands would not be significant.

The proposed project would not result in an adverse effect on properties listed on, or eligible for listing on, the National Register of Historic Places.

Preliminary determinations indicate that the proposed activity would have no effect on endangered or threatened species, or their critical habitat, designated pursuant to the Endangered Species Act of 1973, as amended. Formal consultation with the Department of the Interior in accordance with section 7 of the act is not contemplated for this proposal.

P/N 81-N-10, AMENDED
BRIDGES

SOLICITATION OF COMMENTS

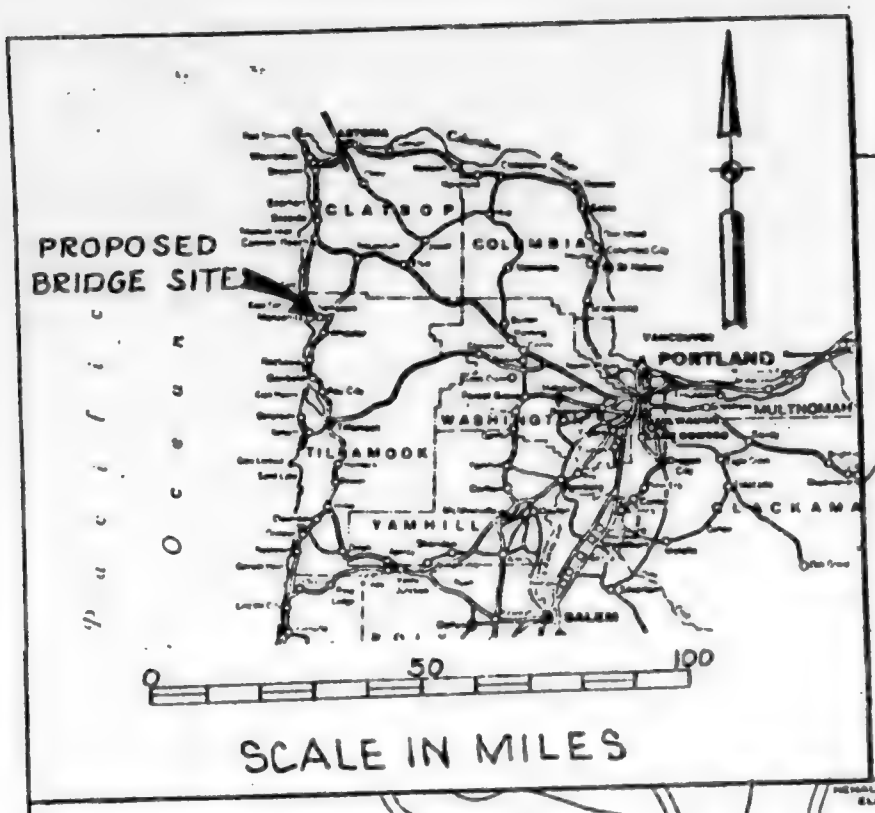
Interested parties are requested to express their views, in writing, on the revised proposed project giving sufficient detail to establish a clear understanding of reasons for support of, or opposition to, the proposed work. Because the revised project would not reduce navigation clearances, compared to the project described in the original public notice for this application, and because of scheduling constraints for the dredging of the Nehalem River, the comment period for this notice has been shortened to 15 days. Comments will be received for the record at the office of the Commander (oan), Thirteenth Coast Guard District, 915 Second Avenue, Seattle, Washington 98174, through 16 November 1981.

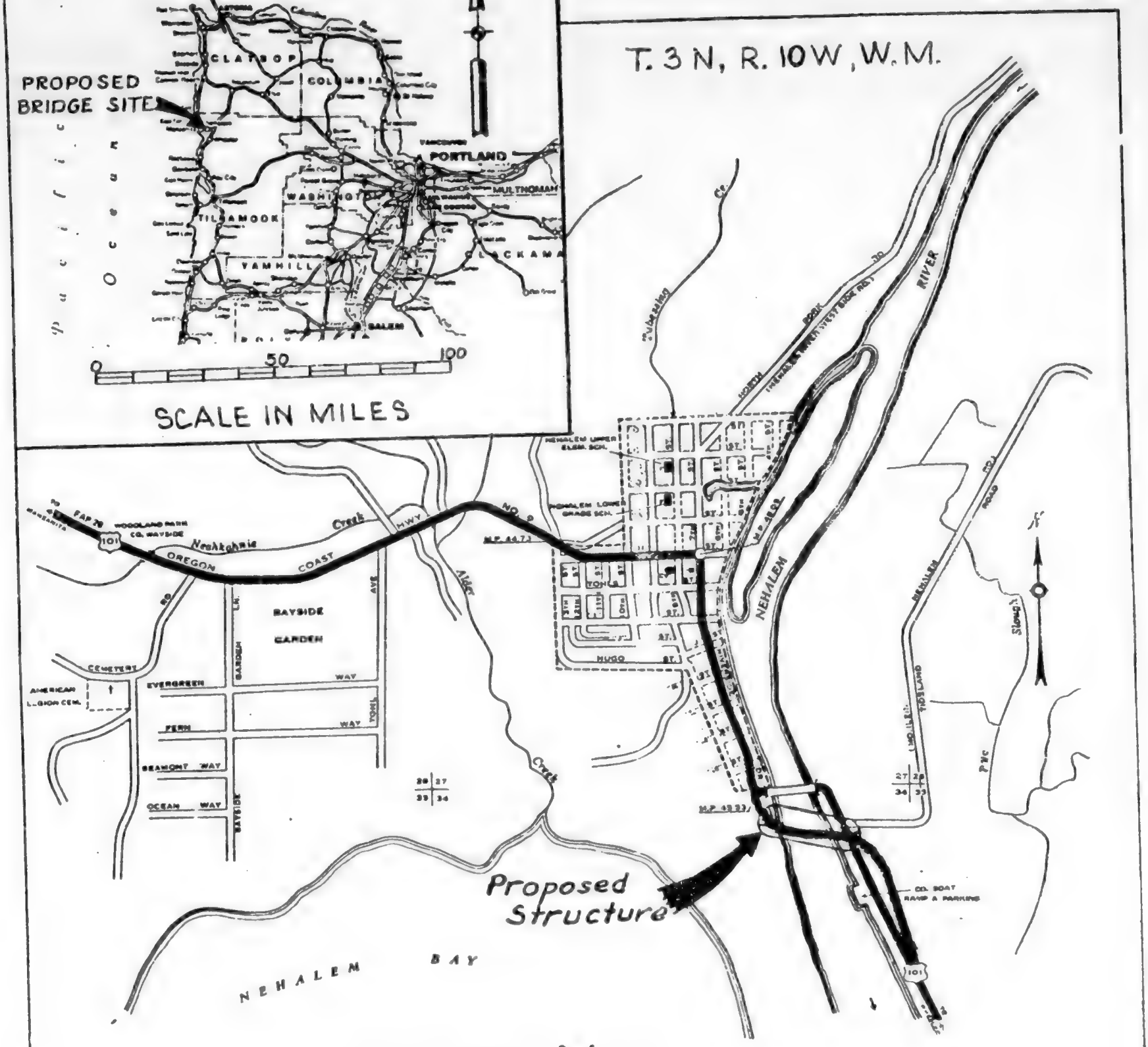
This notice consists of three pages, four sheets of drawings, one sheet public notice by the State of Oregon Department of Environmental Quality (DEQ), and one sheet public notice by the State of Oregon Department of Land Conservation and Development (DLCD).

Joseph H. Wubbold

JOSEPH H. WUBBOLD
Captain, U. S. Coast Guard
Chief, Operations Division
By direction of the District Commander

Encls: (1) Drawings - 4
(2) Public notice, State of Oregon DEQ
(3) Public notice, State of Oregon DLCD





LOCATION MAP
PROPOSED BRIDGE
OVER
NEHALEM RIVER
NEAR
NEHALEM, OREGON
TILLAMOOK COUNTY
APPLICATION BY OREGON TRANSPORTATION COMMISSION

June, 1951.

SHEET 1 OF 4

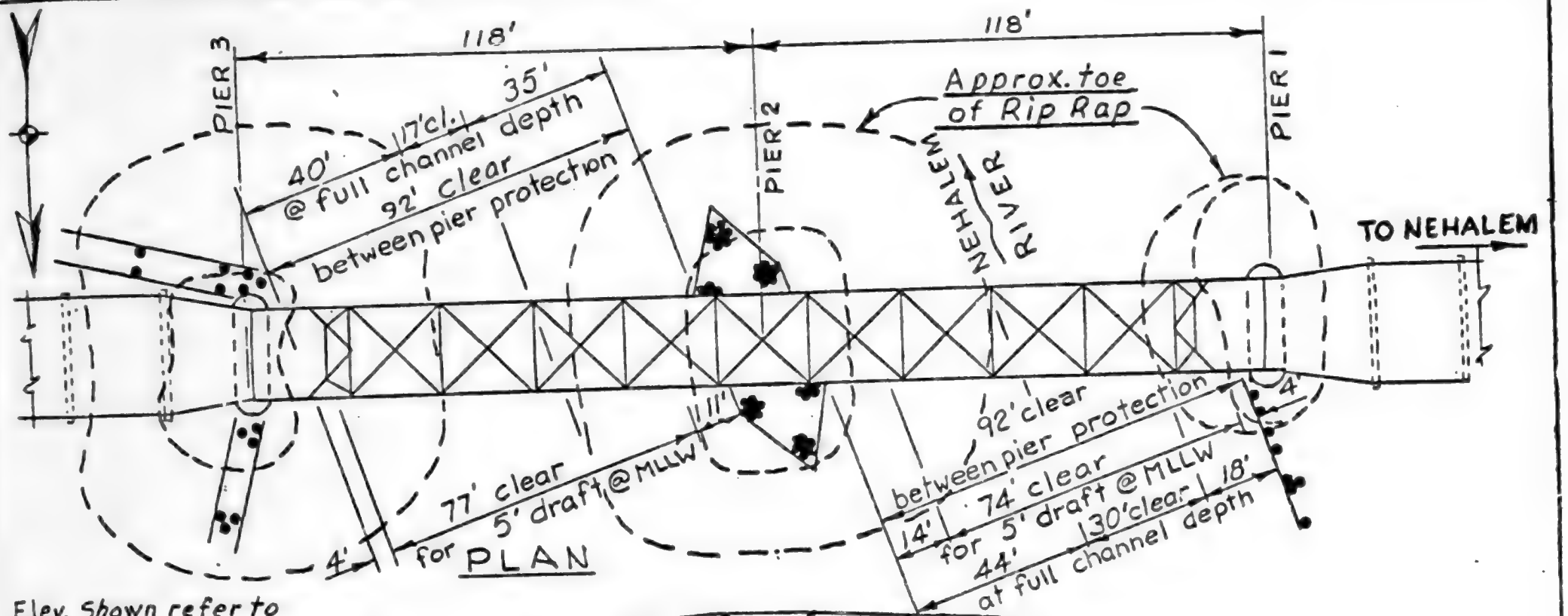
NEHALEM

TILLAMOOK COUNTY, OREGON

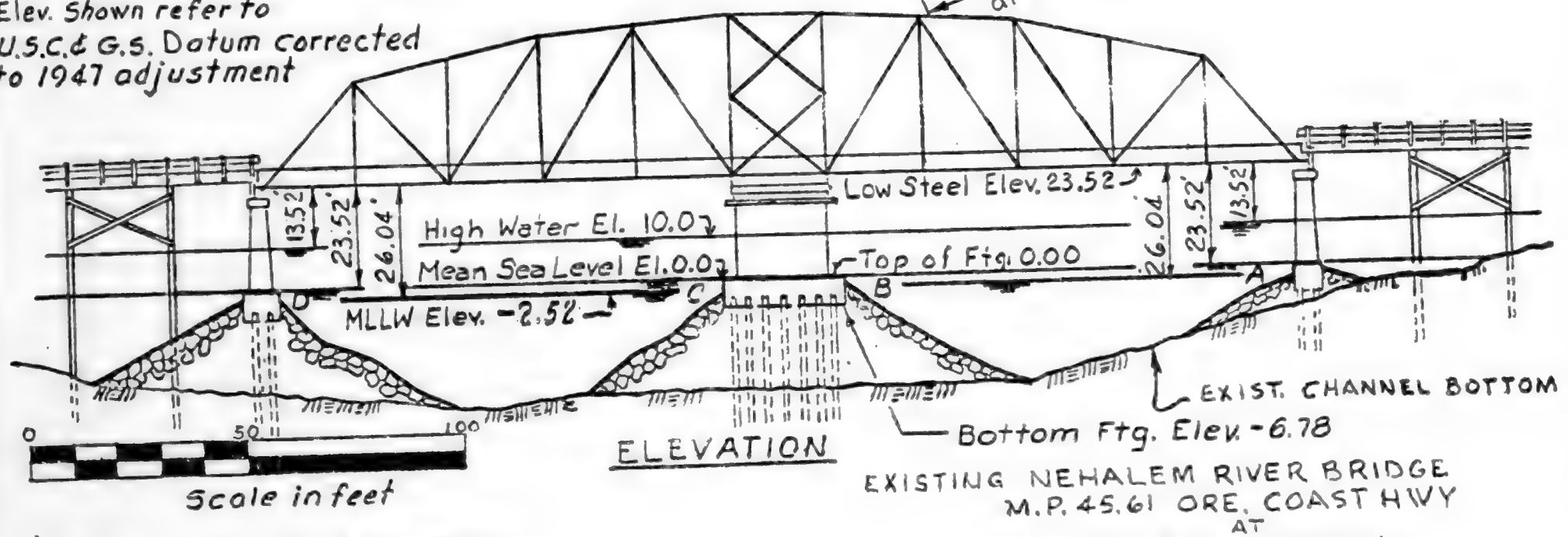
Population 750

0 4 8 12

Scale in 100 Feet



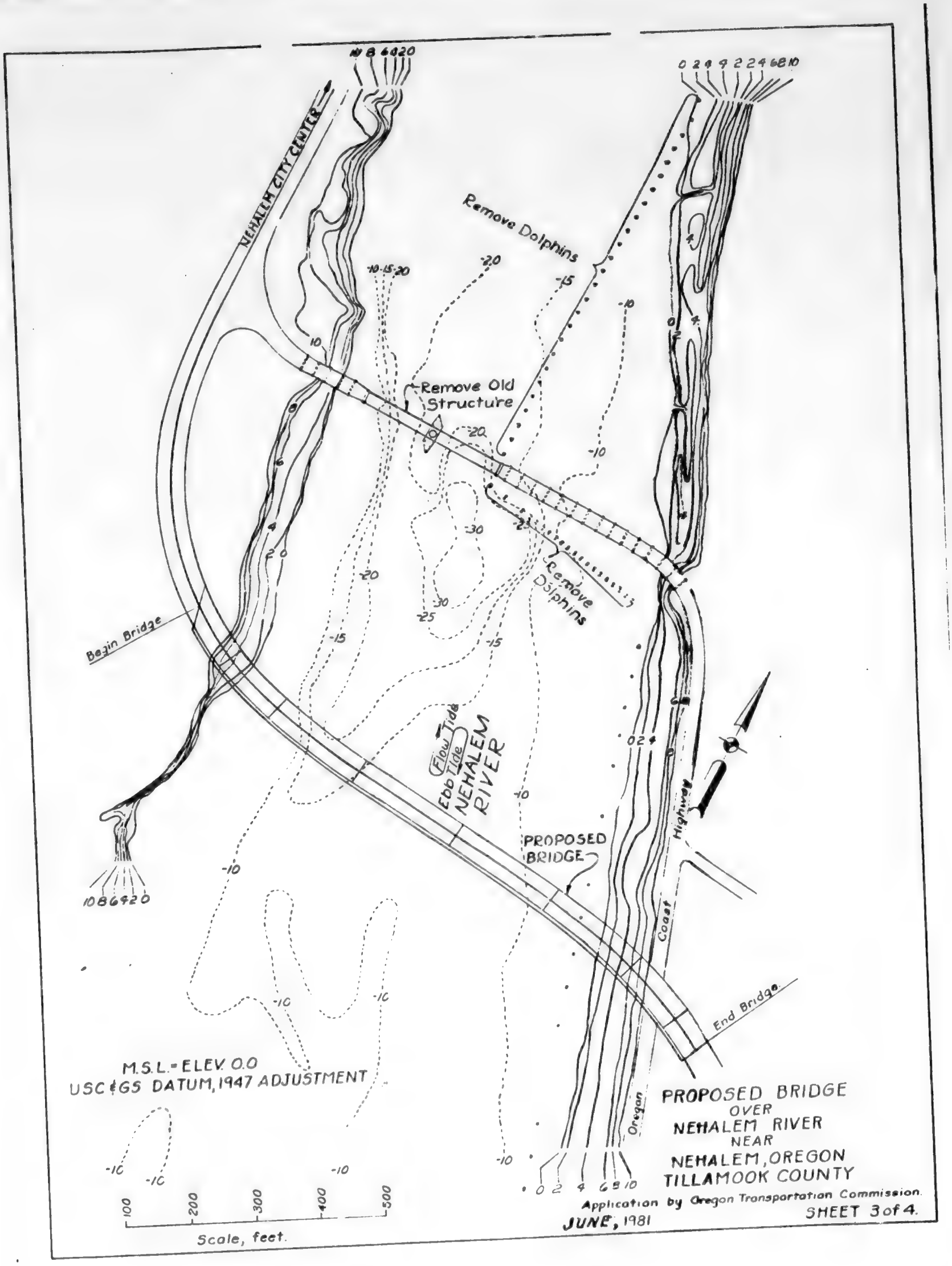
Elev. Shown refer to
U.S.C.& G.S. Datum corrected
to 1947 adjustment



Rip Rap placed as shown

	A	B	C	D
Approx. Elev. Top of Rip Rap	-3.5	-2.0	-4.0	-3.0

EXISTING NEHALEM RIVER BRIDGE
M.P. 45.61 ORE. COAST HWY
AT
NEHALEM OREGON
TILLAMOOK COUNTY
APPLICATION BY
OREGON TRANSPORTATION COMMISSION
JUNE, 1981



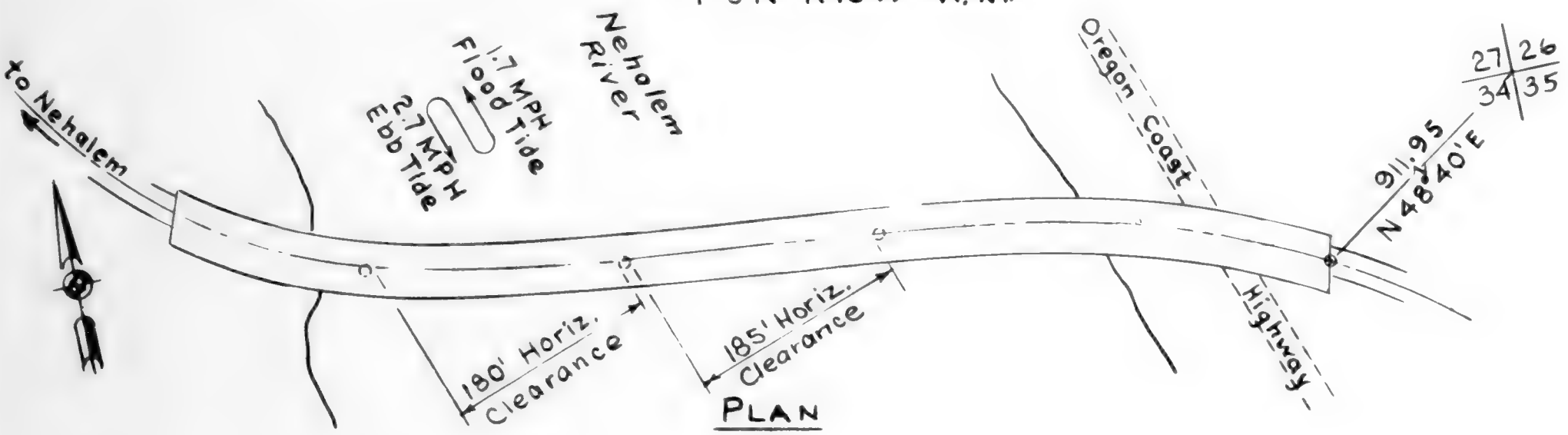
PROPOSED BRIDGE OVER NEHALEM RIVER NEAR NEHALEM, OREGON TILLAMOOK COUNTY

Application by Oregon Transportation Commission.

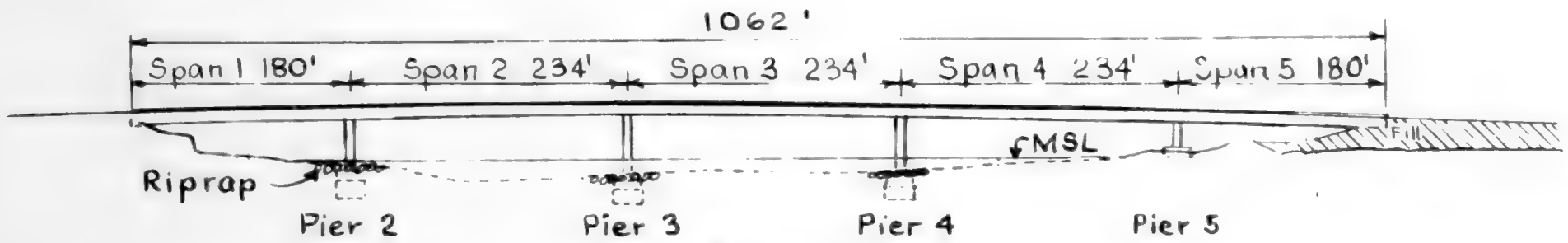
JUNE, 1981

SHEET 3 of 4.

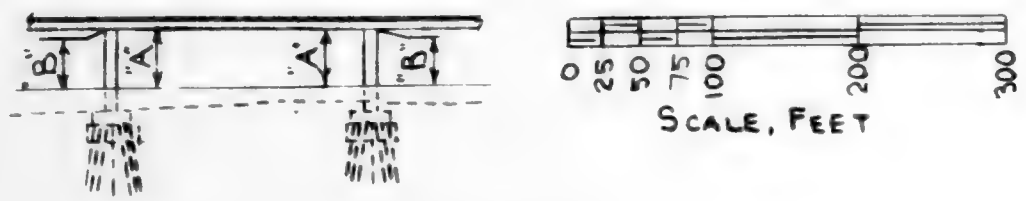
T 3 N R 10 W W.M.



PLAN



ELEVATION



MHHW	El. 6.1
MHW	El. 5.4
MSL	El. 0.0
MLLW	El. -2.5

The design provides vertical clearance, "A", throughout the mid 120 feet of the span. This clearance exists to within 60 feet of the piers. The least vertical clearance, "B", occurs near the piers.

Span	2		3	
Clear. above	MLLW	MHW	MLLW	MHW
"A"	38.0	30.1	39.5	31.6
"B"	36.5	28.6	36.5	28.6

PROPOSED BRIDGE OVER THE

NEHALEM RIVER

NEAR

NEHALEM OREGON TILLAMOOK COUNTY

APPLICATION BY THE

OREGON TRANSPORTATION COMMISSION

Rev. Oct., 1981

SHEET 4 OF 4

Department of Environmental Quality

522 SOUTHWEST 5TH AVE. PORTLAND, OREGON 229-5358

MAILING ADDRESS: P.O. BOX 1760, PORTLAND, OREGON 97207

Public Notice

The following shall constitute public notice by the State of Oregon that the Department of Environmental Quality, pursuant to the requirements of Title 33, United States Code, Section 1341, has been requested to certify that there is reasonable assurance that the project described Public Notice No. 81-N-10, AMENDED issued by Commander, Thirteenth Coast Guard District in Seattle, will comply with the applicable provisions of Title 33, United States Code, Sections 1311, 1312 1316 and 1317. Comments regarding possible water quality effect of the proposed project should be sent within 20 days to the State of Oregon, Department of Environmental Quality, P. O. Box 1760, Portland, OR., 97207.

GDC:
3/13/78

U.S. Department of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project RF-180(28)
Nehalem River Bridge 474F
Oregon Coast Highway
Preliminary Plans

Date: October 22, 1981

From: Division Administrator

Reply to Attn of: HBR-OR

To: Mr. H. S. Coulter, State Highway Engineer, ODOD
ATTN: Mr. W. J. Hart, Bridge Engineer

Attached is Regional Office comments on the Nehalem River Bridge preliminary plan submittal. Many studies and comments have been exchanged both informally and formally since the original submittal October 22, 1980. Our approval is summarized as follows:

1. The structure will be a 5 span continuous post tensioned box girder with spans of 180'-232'-232'-232'-180'.

2. The substructure will be composed of steel piles driven to end bearing except as Bent 2 which will be founded on the shale layer.

3. The east end (called the south end in Mr. Chassie's comments) will not encroach on the main waterway.

4. Further review should be made of the economical pile and footing sizes to be used in the river area (specifically comment #2 in Regional Office memorandum).

5. Extensive marine protective measures should be incorporated into the design (specifically comment #1 in Regional Office memorandum).

Please proceed with the project considering the combined comments we have made.

For Dale E. Wilken

Attachment

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STATE HWY ENGR
OCT 23'81
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

Form FHWA 121 (1/80)

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

UNITED STATES GOVERNMENT

memorandum

Subject: Oregon Project RF-180(28)
Nehalem River Bridge 474F
Oregon Coast Highway
Preliminary Plans

Date: October 19, 1981

From: Director, Office of Structures
Region 10

Reply to Attn. of: HST-010

To: Mr. Dale Wilken
Division Administrator
Salem, Oregon

The subject preliminary bridge plans, submitted with your memorandum of September 8, 1981 and route slip transmittal of September 30, 1981, have been reviewed. It is our understanding that the State's proposed structure is alternate "AR", which is the 5-span post-tensioned concrete box girder. We consider the proposal satisfactory for further project development, subject to consideration of the following comments.

1. To minimize the deteriorating effects of the marine atmosphere, we suggest the following protective measures:
   a. Two inches of concrete cover of reinforcing steel located near all superstructure surfaces exposed to the atmosphere.
   b. Three inches of concrete cover for pier reinforcement.
   c. Epoxy coated reinforcement for all bars located within four inches of exposed surfaces of the superstructure.
   d. Epoxy coated vertical and lateral reinforcement in the piers.
   e. Coating exposed surfaces of the superstructure, except the roadway surface, and the piers with a suitable sealant. Bridge-coat paint (used on the Little Nestucca Bridge) and Chem-Trete Silane should be considered for the sealant.
   f. Prestressing tendons in the exterior stems of the box girder should be placed as far away from the exposed face as is practicable.

2. Geotechnical comments from Ron Chassie:
   The following comments are offered relating to the geotechnical aspects of the proposed Nehalem River Bridge. These are based on review of the foundation report prepared by John Marks dated July 23, 1981 and site review and discussion with Messers. Marks, Blatchly, Yarbrough, Schell, and Kasza on September 23, 1981. These comments also take into consideration the change in proposed structure type from prestressed girder to concrete box girder.

   End Bearing Pile Bents
   We concur with the use of steel H-piles for end bearing piles. The foundation report provided the bridge designer with the choice of either 70 ton 10X42 H-piles or 90 ton 12X53 H-piles for the originally proposed prestressed girder design. The prestressed girder bridge had spans up to 180 feet long.

   The now proposed box girder bridge has longer spans, up to 232 feet long,

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OCT 21 1981
OREGON DIVISION

thus the pier loads will be increased. The shale bedrock is capable of supporting much higher than 90 ton pile loads. We suggest that the State make an economic analysis to determine if higher capacity H-piles, such as 130 ton 14X73 or 155 ton 14X89, would be more economical to support the end bearing pile bents of the proposed box girder structure.

Also, the borings show that compressible soils overlay the shale bedrock. In order to relay to the project engineer and contractor the importance of the end-bearing piles being founded in the shale, and not stopped above, We suggest a note such as follows be placed in the special provisions or on the plans--"The design intent is to drive the end bearing piles to bearing on or into the shale bedrock. It will be the contractor's responsibility to advance the piles to the shale bearing stratum without damage. Founding the piles in the shale stratum is necessary to eliminate the possibility of excessive pier settlements."

Proposed Friction Pile Bents

The shale bedrock was not encountered in holes drilled up to 100 feet deep on the south end of the bridge. The present preliminary design proposes supporting the southernmost pier (bent 5) and south abutment (bent 6) on friction piles.

The boring logs indicate a significant amount of fine grained compressible soils at these two bent locations. The boring logs also contain numerous references to organics. Due to the presence of compressible soils, settlement of the pile groups, if friction piles are used, will control the design.

Settlement at bent 5 is particularly critical since the adjacent bent 4 will be supported on end bearing piles (and will not settle), thus most all settlement that would occur at bent 5 will be "differential" settlement with respect to bent 4. Our preliminary analysis of the bent 5 pile group settlement using an estimated pier load of 3000 tons and 28 foot square pile group gives an estimated settlement of 2 inches or more for the pile group located within the 100 foot depth presently explored. Using the rule of thumb that tolerable settlement is equal to the span length divided by 2000, the tolerable settlement would be about 1½ inches for the proposed 232 foot span length. Thus, the estimated settlement of 2 inches or more might not be considered tolerable.

An even more severe settlement situation may exist at the south abutment. Because of the organic soils present in the compressible foundation soils, secondary settlement caused by compression of the organic material under the weight of the approach fill, could occur for 10-20 years following construction. An estimate of the additional secondary settlement that will remain following construction can and will be made using the consolidation test data from the soil testing to be done shortly by L.R. Squier. Based on the numerous references to organic material in the boring logs, the estimate will likely be on the order of several inches. If this is the case, then the south abutment would also settle several inches if supported on friction piles, since the piles would settle with the fill.

More refined settlement estimates will be made upon analysis of the data from additional soil testing to be done in the next 2-3 weeks. It appears, however, that estimated settlements at bents 5 and 6 may be excessive. Therefore, I recommend that the State extend the recent drill hole made to 75 foot depth at the south abutment to bedrock. If bedrock is not encountered within 200 foot depth, the hole should stop. Because of the recent sampling, sample need not be obtained in the top 75 feet, but SPT tests should be run at least every 10 feet beyond the 75 foot depth. This deeper hole will allow consideration of either end bearing piles if the shale bedrock is located at reasonable depth, or longer friction piles if denser granular soils are found below the depth presently explored, either of which could eliminate the settlement problem.

North Abutment (Bent 1)

End-bearing H-piles driven to bedrock will be used to support the north abutment. The boring logs show two situations that we feel should be brought to bidder's attention by a note on the plans or in the piling special provision, in order to minimize potential for a claim.

First, the three borings made in the vicinity of bent 1 show erratic and variable depth to the shale bedrock. The shale was encountered at approximately el. -10 in hole 81-6 (centerline station 59+40) and was not encountered in hole 77-4 (located 5 feet left of station 59+20) terminated at el. -18. I suggest a note containing wording such as follows--"Borings made in the vicinity of bent 1 indicate that the shale bedrock surface slopes downward going from left to right across the bent. Therefore, some variation in pile length can be expected as piles are driven across bent 1."

Second, hole 77-5 located 37 feet right of centerline near the north abutment shows a cap rock piece of basalt approximately 3 feet thick at ground surface overlying the firm clay. The boring log indicates this could either be the outcrop from a basalt mass to the west or a fill boulder. A note should be included indicating this situation may be encountered where some of the abutment piles are driven, and if it is, it will be the contractor's responsibility to either remove the rock, predrill, or spud through it, in order to install the piles. This additional work, if required, should be paid for by force account.

Spread Footing (Bent 2)

Spread footing support is proposed for bent 2. Due to a shift in the bent location for the now proposed box girder structure, there is no longer a boring located right at the footing location. The closest boring (81-1A) is 25 feet away from the new footing location. The shale bedrock surface slopes downward to the south across the river, and boring 81-1A shows a soft wet uncompressible sandy silt overlying the shale. Again, to stress the design intent to the project engineer and contractor and to minimize the potential for a claim, we suggest a note such as follows be placed in the special provisions or on the plans--"The design intent is that the compressible sandy silt be excavated and the bent 2 footing seal be founded on firm shale. Some variation in the actual bottom of seal elevation and length of cofferdam sheeting should be expected during construction due to the sloping shale surface."

Revise Foundation Report

The foundation report dated June 23, 1981 contains recommendations based on the originally proposed prestressed girder design. We assume the foundation report will be revised as appropriate for the newly proposed box girder bridge, since the number of bents and intermediate bent locations have changed.

South Approach Fill

The south approach fill will be approximately 30 feet high at the south abutment. The fill load will cause substantial settlements in the compressible foundation soils underlying the fill. Detailed analysis and recommendations for approach fill stability and settlement will be made upon analysis of data from soil testing now in progress.

There are two main design considerations for the approach fill that will affect the bridge. The first is that the fill must be built and the majority of the settlement removed before the piles can be driven at the south abutment. Preliminary analysis indicates that a 4-6 month waiting period may be necessary to get the fill settlement out.

Second, the State's preliminary embankment design includes a 70 foot wide counterberm. This would necessitate lenghtening the bridge 70 feet to make room for the counterberm. Further analysis will be done to determine if the counterberm can be deleted. If analysis shows the fill will not be stable by itself, then we recommend that strengthening of the foundation soils on the foreslope side of the fill by the use of a rock shear key be considered in lieu of a counterberm. Use of the shear key could eliminate the need to lengthen the bridge and should provide a cost savings versus the counterberm and longer bridge.

The previous comments relating to the bridge foundations have been discussed informally with John Marks and comments relating to the south approach fill have been discussed with Fred Yarbrough. We will provide written comments and recommendations to you on the approach fill design upon analysis of the data from soil testing now in progress. This analysis should be completed within the next 3-4 weeks.

Gm Kasza

Gary M. Kasza

October 21, 1981

DES 16

Commander
13th Coast Guard District
915 Second Avenue
Seattle, Washington 98174

Attention John E. Mikesell
Chief, Bridge Section

Dear Sir:

Proposed Nehalem River Bridge Replacement
BR 574F, River Mile 1.0

The Highway Division of the Oregon Department of Transportation on June 9, 1981, applied for a permit to replace the existing bridge carrying the Oregon Coast Highway over the Nehalem River. The Federal Highway Administration has, subsequent to that application, requested modifications to the plans for the proposed structure.

Those revisions consisted of a minor increase of six feet in the overall length of the structure and a reduction in the number of spans from eight to five, with a resulting increase in the length of individual spans. The revised horizontal clearances are as shown on the enclosed drawing, Sheet 4 of 4 revised October, 1981. The amended horizontal clearances are substantially greater than those on the original submittal. The proposed vertical clearances and all other conditions remain as previously indicated. The changes proposed provide increased horizontal clearances, less encroachment of the piers in the waterway and improved aesthetics. These advantages are all achieved within the constraints set forth in the original application.

It is our understanding that no substantial comments have been received on the Coast Guard Public Notice of 24 August 1981. We believe that the obvious advantages of the amended plan should preclude the need for a second public notice and that a permit can be issued based on the initial notice.

A part of this project involves the utilization of dredge material from the Nehalem River channel as roadbed embankment leading to the southerly end of the proposed Nehalem River bridge.

This is a cooperative project between the Port of Nehalem and the Oregon State Highway Division, which affords an opportunity for improving the Nehalem River channel that might not otherwise exist. The Port of Nehalem has a schedule for contracting the dredging in about December, 1981. We therefore request that you expedite your approval of the bridge permit as revised by this transmittal.

Enclosed is a reproducible drawing and three prints of Sheet 4 of 4 revised October 1981. The revisions as described in paragraph two above are limited to Sheet 4.

Very truly yours,

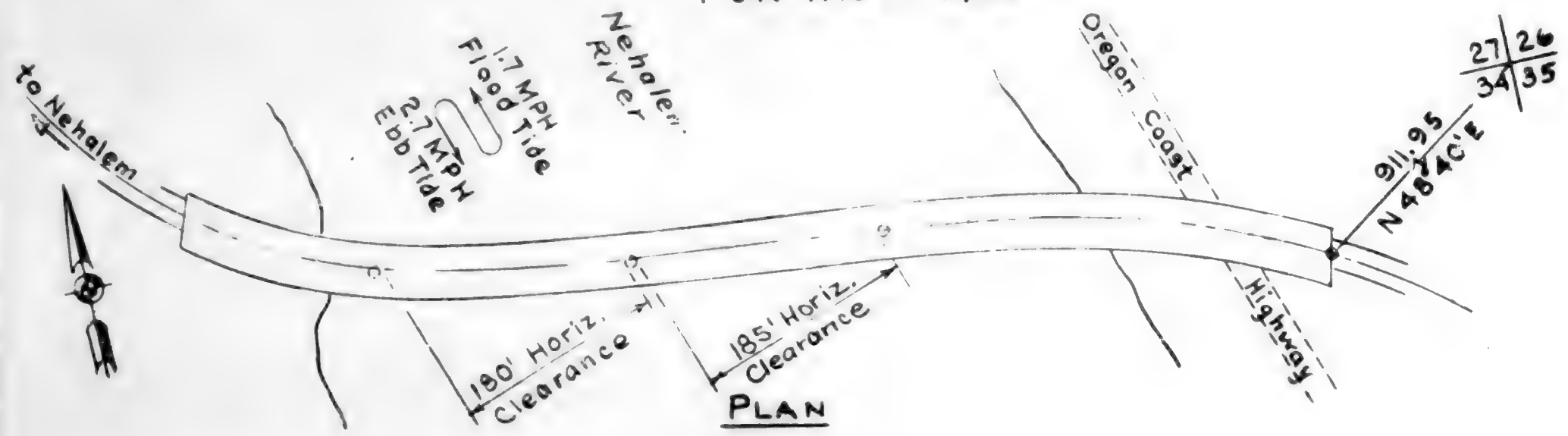
E. S. Hunter
Assistant State Highway Engineer
Technical Services Branch

Enc.

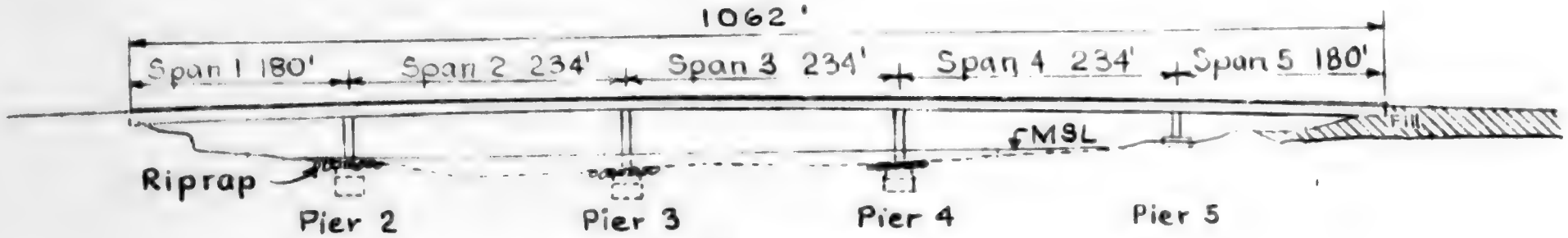
bc Dale Wilken, FHWA
H. S. Coulter
Walt Hart
J. H. Versteeg

WJH:smd/ESH:ja

T 3N R 10W W.M.



PLAN



ELEVATION

MHHW	EL. 6.1
MHW	EL. 5.4
MSL	EL. 0.0
MLLW	EL. -2.5

The design provides vertical clearance "A", throughout the mid 120 feet of the span. This clearance exists to within 50 feet of the piers. The least vertical clearance, "B", occurs near the piers.

Span	2		3	
Clear. above	MLLW	MHW	MLLW	MHW
"A"	38.0	30.1	39.5	31.6
"B"	36.5	28.6	36.5	28.6

PROPOSED BRIDGE OVER THE
NEHALEM RIVER
NEAR
NEHALEM OREGON TILLAMOOK COUNTY
APPLICATION BY THE
OREGON TRANSPORTATION COMMISSION
Rev. Oct., 1981

October 14, 1981

L. R. Squier and Associates, Inc.
4255 Oak Ridge Road
P.O. Box 1317
Lake Oswego, OR 97034

AGR

MISC. CONTRACTS and
AGREEMENTS No. 12-2

Gentlemen:

Attached for your records is a fully executed copy of a contract to do soil testing on the Nehalem River Bridge Project.

We have retained a fully executed copy of this agreement for the Transportation Commission's files.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

fkn

Att.

bc Walt Hart (agree. att.) - I assume you will provide a copy of the agreement to the Soils Engr.

TO: Oregon Transportation Commission

SUBJECT: Confirmation Report of Action Taken Under Delegated Authority

By your duly adopted delegation order, you authorized me in my official capacity to exercise certain authority on behalf of the Oregon Transportation Commission. Pursuant to that authority and acting in accordance therewith for the Commission I approved the action listed below and report this action for your official records:

> On October 14, 1981, approved a contract with L. R. Squier Associates Inc., to do soil testing on the Nehalem River Bridge, Oregon Coast Highway, Tillamook County. The maximum amount of the contract is $3,500.

Dated this 14 day of October, 1981

Anthony Yturri

Anthony Yturri, Chairman
Oregon Transportation Commission

APPROVED

STATE HIGHWAY ENGINEER

Date 10/15/81

STATE OF OREGON

INTEROFFICE MEMO

TO: Jack L. Sollis
Assistant Attorney General
and Chief Counsel

DATE: October 7, 1981 DES 23
574F

FROM: Jack Davis
Foundation Engineer

SUBJECT: Foundation Exploration
Nehalem River Bridge
Oregon Coast Highway
Tillamook County
BR 574F

Because of critical foundation soil conditions underlying the easterly end of the proposed new Nehalem River Bridge and the adjacent roadway fill, additional soil test information is required before final design of the structure and structure bent location, the approach fill height and fill counterbalance requirements can be determined. This additional information can either confirm or significantly alter present assumptions concerning construction of the fill and structure over and adjacent to the existing Oregon Coast Highway. Possible alterations to be determined by this testing could result in extensive savings in construction costs for the project, in addition to simplifying traffic handling considerations.

The Highway Division Materials Laboratory does not have the equipment necessary to perform the required soil test. It is, therefore, proposed that after undisturbed soil samples have been obtained by the Region II Geology drill crew, these samples be delivered to a private testing laboratory with such necessary equipment, where the testing will be performed. The results of this testing will then be furnished to the OSHD Soils Engineer for use in final design.

Two firms, Shannon and Wilson Inc. of Portland, Oregon, and L. R. Squier Assoc. Inc. of Lake Oswego, Oregon, have been contacted and have been asked for their charges to perform the necessary tests. Both of these firms have performed various tests for the Highway Division in the past and both are considered to be competent. Telephone proposals have been received and are shown on the attached sheet.

L. R. Squier Assoc. Inc. has submitted the lower bid for this work and has, therefore, been selected. The estimated cost of this work is $2,415 which may vary somewhat if more tests are deemed necessary as the work progresses. A maximum expenditure of $3,500 for outside testing is suggested.

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terials
25-1387

Will you please prepare a contract with L. R. Squier Assoc. Inc. for this testing and obtain the necessary approvals. A list of items to be contained in the contract is attached. Since final design work on the project is being delayed pending this testing, expeditious processing is requested.

JLD:jrb

Attachments

cc /w/ attachments: Lyle Watson
C. O. Fredrickson
Fred Yarbrough
Bill Fretwell

COMPARISON OF TELEPHONE QUOTATIONS RECEIVED FOR SOIL TESTING
Received October 6 & 7, 1981
(by John Marks, Asst. Foundation Engr.)

Type of Test	Approx. Number	Shannon & Wilson, Inc.		L.R. Squier Assoc., Inc.	
		Cost Ea.	Total Cost	Cost Ea.	Total Cost
1. Extrude & Visual Classification	12	22.00	264.00	30.00	360.00
2. Consolidation Test to secondary consol.	3	250.00	750.00	150.00	450.00
3. Triaxial Test, UU conventional	3	90.00	285.00	110.00	330.00
4. Triaxial Test, CU 3 point stage	3	550.00	1,650.00	425.00	1,275.00
(OR)					
5. Triaxial Test, CU conventional	9	275.00	2,475.00	200.00	1,800.00

9469

U.S. Department of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project RF-180(28)
Nehalem River Bridge Section
Oregon Coast Hwy. (U.S. 101)
State Furnished Materials

Date: October 13, 1981

Reply to Attn. of: HFO.2-OR

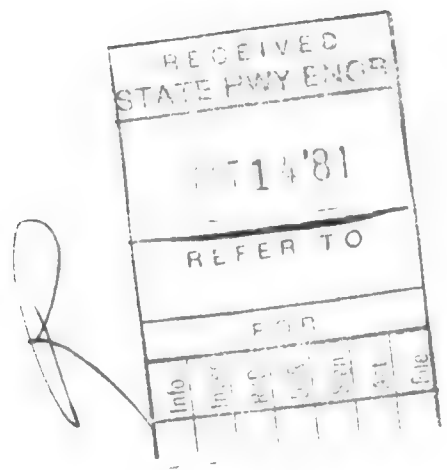
From: Division Administrator

To: Mr. H. S. Coulter, State Highway Engineer, ODOT

Approval of Federal-aid participation in the dredge spoil for the subject project as outlined in my letter of October 5, 1981, was given with the understanding that participation is subject to material actually being incorporated into the project (see FHPM 6-4-1.16 para. 5c).

for Dale E. Wilken

cc:
OSHD (D E Swan, Proj Mgmt)



STATE OF OREGON
HIGHWAY DIVISION

INTEROFFICE MEMO

TO: Jack Sullivan, Specifications Engineer
Lyle Watson, Final Design Supervisor

DATE: October 12, 1981

FROM: Gerald Wimer
Region Construction Engineer

SUBJECT: Nehalem Bay Bridge
Oregon Coast Highway

Chuck Pietrok and I met Doug Taylor, Marine Biologist with the State Department of Fish and Wildlife, relative to the proposed rip-rap on the river side of Station 85 to 92.

On the basis of the commitments we made, please modify our plans and specifications as follows:

PLANS - Modify the typical section to eliminate the six-foot bench as shown on the attached plan.

SPECIFICATIONS - Prohibit powered equipment westerly of the existing shoulder in this area except for chain saws. This means all clearing debris must be pulled onto the roadway with boom equipment or something serving the same purpose. Do not allow shoving the debris towards the bay.

GW/dlm
Attachment

cc: Gary Potter w/ attach.
Eldon Everton w/ attach.
Chet Anderson w/ attach.

Verstaeg
Anderson
Christensen
Olson
Sullivan
Turpin
Wiser
Wakeling

RECEIVED
OCT 13 1981
ROAD DESIGN SECTION

Do Not File
Return To
Bring Up
Action

1 copy

U.S. Department of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM
The Equitable Center - Suite 100
530 Center N.E. - Salem, OR 97301

Subject: Proposed Replacement Bridge across Nehalem River, Mile 1.0, near Nehalem, Oregon
Project RF-180(28)

Date: October 9, 1981

From: Division Administrator

Reply to Attn of: HPD-OR/

To: Mr. John E. Mikesell
Chief, Bridge Section
U. S. Coast Guard
915 Second Avenue
Seattle, Washington 98174

CAM ——
Pete ——
Tony ——
file

cc: Walt Hart
Ed Hunter
C.O. Fredrichson
K.S. Coultere

This responds to your September 11, 1981 letter in which you describe additional information relating to your action on the Coast Guard permit application by the Oregon Department of Transportation. This letter will also confirm information E. J. Valach discussed with you on September 25, 1981.

1. It has determined that wetlands are involved in this project. A copy of a formal wetlands finding and the supporting analysis is attached.

2. The proposed replacement of the existing Nehalem Bridge with regard to Wild & Scenic Rivers regulations has been discussed with the National Park Service and they have indicated that an adverse effect to the Nehalem's status is not involved and that further consultation was not necessary.

3. You suggested we review our environmental analysis to ensure it reflects the impacts of the material to be used from the Nehalem River. The basis for all FHWA actions concerning the environmental process and the use of the dredge material is that the proposed highway project is not directly linked to the proposed channel improvement. The dredging for channel improvement is for the separate and distinct purpose of navigation improvement for small boats, recreation, and such other activity permitted under the estuary management plan. The Oregon State Highway Division was requested by the Port of Nehalem, and did agree as a convenience to that public agency, to permit incorporation of the dredge spoil within the proposed highway fill. FHWA agreed to this arrangement.

We are available to discuss any of this information at your request.

E. J. VALACH
Program Development
Engineer
Date E. Wriken
Division Administrator

Attachment: Wetlands Finding
cc: OSHD (G. Potter)

FEDERAL HIGHWAY ADMINISTRATION

WETLANDS FINDING AND ANALYSIS
FOR
NEHALEM RIVER BRIDGE PROJECT

TILLAMOOK COUNTY, OREGON

OREGON PROJECT RF 180(28)

October 9, 1981
Date

Responsible Official

Prgm. Development En
Title

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.

ENV 3

October 9, 1981

Dale E. Wilken
Division Administrator
Federal Highway Administration
The Equitable Center, Suite 100
530 Center Street NE
Salem, OR 97301

RE: Nehalem River Bridge
Oregon Coast Highway
Tillamook County

Dear Mr. Wilken:

On September 15, 1981, you wrote Mr. Coulter and asked that a Wetlands Determination be prepared as a supplement to the Negative Declaration on the subject project and that consultation be initiated with the National Park Service as to the status of the Nehalem River with regard to the Nationwide Rivers Inventory.

Both of these tasks have been accomplished, and I am attaching the wetlands determination and correspondence documenting the NPS consultation for your information.

This material can be used in answering the Coast Guard's letter of September 11, 1981. Because of the nature of the project and the critical timing involved in project scheduling, I would appreciate your soliciting an early response from the U.S. Coast Guard, in order to get clearance for early contracting of the project.

We would like to have assurance from the Coast Guard that the Bridge Permit will be issued in a timely manner so that the Highway Division can proceed to contract on this project.

RECEIVED
TECHNICAL SERVICES
OCT 9 '81
REFER TO
FOR
Info | Invest | R/D | D/R | Sign | Act | File

Form 734-3122

Thank you for your urgent attention to this matter.

Very truly yours,

ORIGINAL SIGNED BY
GARY A. POTTER

Gary A. Potter, Manager
Environmental Section

GAP:ct

Attachments

bc: H. S. Coulter
E. S. Hunter w/attach
J. H. Versteeg w/attach
Walt Hart w/attach
C. O. Fredrickson

STATE OF OREGON
HIGHWAY DIVISION

INTEROFFICE MEMO
PAR 12

TO: MEMO TO THE FILE

DATE: September 25, 1981

FROM: Pieter T. Bykman, Research Coordinator
Environmental Section

SUBJECT: Wild and Scenic Rivers Regulations

On September 17, 1981, I discussed the status of wild and scenic river regulations with Phil Osborn of the National Park Service (NPS).

Wild and Scenic Rivers are protected under Section 7 of the Wild and Scenic Rivers Act. Some measure of protection is also given to "Study" and "Inventory" rivers by a presidential directive and subsequent CED memorandum of August 20, 1980, (copy attacted).

The CED memorandum requires federal actions to be assessed for their affects on rivers in the "Nationwide Inventory" of river segments that appear to qualify for inclusion in the National Wild and Scenic River System. Existing NEPA procedures are to be used for analysis and disclosure. If a river segment is affected adversely enough to foreclose options to classify the river under the act or lower the quality of the classification, consultation with NPS is required.

Oregon presently has two river segments listed as part of the Wild and Scenic River System, portions of the Rogue and the Snake. Four rivers or segments are presently formal "Study" rivers. These are portions of the John Day, the Owyhee, an additional portion of the Snake and the entire Illinois River. Finally, approximately 85 rivers in the Pacific Northwest are part of the Nationwide Inventory.

In addition to the discussion on regulations, I asked Phil Osborn about the Nehalem River and the Nehalem River Bridge Report. The Nehalem is one of the "Inventory" rivers. I discussed the project and its affects with Phil Osborn who concluded that an adverse affect to the Nehalem's status does not exist and that further consultation with NPS was not necessary.

PTD:lb

Attachment

cc: G. A. Potter
Roger Powers w/attach
Cam Gilmour w/attach
Bob Bard w/attach

Contains Recycled Materials
81-125-1387

NEHALEM RIVER BRIDGE

WETLAND ANALYSIS AND FINDING

INTRODUCTION

This statement sets forth the basis for a finding that there is no practicable alternative to construction in the wetlands located along the proposed route of U.S. Highway 101, between Nehalem and Wheeler Junction, and that all practical measures to minimize harm to the wetlands will be taken. This finding is made in accordance with the requirements of Executive Order 11990, on the Protection of Wetlands, dated May 24, 1977.

WETLAND DESCRIPTION

The region around Nehalem Bay has large areas of wetland, with most of these being under tidal influence. Tide flats and salt marshes are the most widespread of the estuarine wetlands. Small swampy strips also occur along the banks of the Nehalem River. In addition, many of the bay's salt marshes were diked long ago and reclaimed for pasture land. However, the Nehalem estuary is still considered as one of the least altered of Oregon's estuaries.

Upper Nehalem Estuary

The study area is centered on the proposed bridge, and it contains four square miles, one-half of which is wetlands (see Figure 1). Most of the wetland areas are floodplain meadows lying east of the Nehalem River. After the levees were built to prevent access of tidal waters, the salt marshes gradually became fresh meadows suitable for grazing. Two separate meadow types are distinguished on the map. Most of the meadow areas shown are on slightly higher ground, are partly drained and used as pasture. However, the lowest portions are wetter, have more wetland vegetation, and are less suitable for grazing. The latter meadow type is used seasonally by water fowl, and serves

as temporary floodwater storage area. Other sizable wetland areas consist of tide flat and salt marsh. These are very productive areas that lie in the wide part of the estuary, downstream from the project site. In addition, areas of scrub swamp, pond, and shallow stream wetlands are present in the study area, as shown on Figure 1.

Project Vicinity

Four wetland types will be directly impacted by the proposed construction. These are partially drained meadow, scrub/shrub swamp, shallow estuary, and salt marsh (see Figure 2). The meadows (diked salt marshes) have little remaining wetland vegetation, because of the intensive grazing. However, the soil remains saturated much of the year, allowing the growth of several wetland grass species, and occasional rushes and buttercups. Although the meadows are used as pasture, their value in terms of habitat is low, and primary productivity is only moderate (see Table 1). The meadow areas also have some value for natural filtration of ground water and as retention areas during Nehalem River flood stages. A field survey report by the Corps of Engineers described the overall value of the diked meadows as "marginal at best."

In contrast, the other three wetland types in the project vicinity are more highly rated in these wetland functions. Shrub wetlands occur in narrow riverbank strips on either side of Nehalem River, just above mean high tide level. These sloping areas of willows and other small trees are favorable wildlife habitat. The third wetland type affected by the project is salt marsh, which occurs in gently sloping belts close to the river, between 15 and 150 feet wide. These locations have been classed as "mature high" salt marshes (Jefferson, page 171), and they are above tide level most of the time. Tufted hairgrass, creeping bentgrass, and salt rush make up the dominant growth here.

Salt marshes have a very high productivity, and are also effective in trapping sediment. Lastly, shallow areas of the estuary and river are also classed as wetlands, up to depths of two meters. Most of these are within 50 feet of the shore.

WETLANDS AFFECTED

Direct Impacts

Almost all of the direct impacts on wetlands will occur on meadow pasture land east of Highway 101 (see Figure 2). A total of 8.2 acres of meadow wetland will be occupied by fill for the bridge approach here. The significance of this impact is low, in consideration of the following aspects. Although the area is considerable, the intrinsic value is not high, and this type of wetland occupies large areas in the Nehalem estuary region. The major impact on this wetland area took place many years ago, when the salt marsh was diked and reclaimed for pasture.

Other direct impacts are very small. These consist of three sites where bridge supports will be placed. One pier will be in shallow water near the west bank, and two more will be placed on the river banks. The total wetland area to be excavated for bridge supports is 0.07 acre with approximately equal amounts in three different wetland types: shallow estuary, shrub wetland, and salt marsh. Short-term impacts will also take place during removal of the existing bridge. Although the wetlands affected are of high value, the impacts are negligible in view of their small area, and the abundance of similar wetlands in the region.

The total area of direct wetland impacts is 8.3 acres.

Indirect Impacts

Most of the impacts on adjacent wetlands will be short-term, and related to construction activities. These include turbidity and sedimentation, erosion

from cut and fill slopes, and reduced floodwater storage. Long-term impacts outside the immediate project area are expected to be negligible.

ALTERNATIVES CONSIDERED

1. Do nothing.

   Since this is considered a safety project, Do-Nothing is not considered a practical alternative. The present bridge is deteriorating, and is not designed for modern traffic. The narrow width does not permit two-way traffic when a truck is on the bridge and the sharply curved bridge approaches with poor visibility are hazardous.

2. Alternative to miss wetlands.

   No alternative would completely avoid impacts to wetlands except Do-Nothing. Two other build alternatives have been investigated, and were rejected because of having greater wetland impacts.

3. Altenative to do least harm to wetlands.

   The alternative selected has been developed to do least harm to wetlands within constraints dictated by design requirements and project specifications. The east bank approach has been designed to make minimum impacts on tidal wetlands. Fill slopes on the west side of the highway have been restricted so that they do not extend any further into the estuary than do existing fill slopes. Fill slopes on the east side of the proposed highway alignment have been made as steep as design requirements will allow to minimize encroachment into freshwater wetland areas.

MEASURES TO MINIMIZE HARM

Two approaches will be used in mitigating wetland impacts. One is

to create new wetlands in suitable areas, and the other is to improve the quality of existing wetlands. Both of these approaches will be used in this project.

Replacement

1. Extensive areas of new fill and counterbalance will have suitable ground-water conditions for wetland species. By mulching, seeding and planting of appropriate species, 1.5 acres of new wetlands can be created. These would be of higher value as habitat than the present pasture land. The new wetlands, consisting of shrubs, tall grasses and rushes, are estimated to be two or three times as valuable as the ones being replaced. Thus the 1.5 acres of replacement wetland could mitigate approximately four acres of wetland losses, leaving 4.3 acres still to be replaced.
2. A drainage ditch 1,400 feet long and 12 feet wide (at the top) will be excavated along the east side of the proposed fill. This will develop as a 0.4 acre wetland. If this is considered equivalent to one acre of original meadow, 3.3 acres of wetland impact areas remain without mitigation.
3. Some small areas of valuable estuarine wetlands will be restored by the removal of the existing bridge supports and associated dolphins (pilings).

Improvement

The existing meadow lying between the proposed fill and the east side of Highway 101 can be improved by planting and by control of the water table. In this way, 1.6 acres of high quality wetland can be established. This location is favorable for development of a freshwater marsh or meadow, or even as a salt

marsh, if there is a connection with the estuary. If the new value is 2.5 times the value of the existing pasture, this change would mitigate 4 acres of wetlands loss.

SUMMARY

Allowing for the increased productivity and habitat value, a total of 3.5 acres of replacement or enhanced wetlands can mitigate the 8.3 acres of wetland area directly impacted by the project. An additional 0.9 acre of meadow within the right-of-way (east of the proposed fill) could also be developed as higher quality wetland. Because of the low value of the major wetland impact areas, acre-for-acre replacement should not be required.

CONCLUSION

Based upon the above considerations, it is determined that there is no practicable alternative to the proposed new construction in wetlands and that the proposed action includes all practicable measures to minimize harm to wetlands which may result from such use.

BIBLIOGRAPHY

Cowardin, Lewis M. and others. Classification of Wetlands and Deepwater Habitats of the United States, 1979.

Jefferson, Carol A. Plant Communities and Succession in Oregon Coastal Salt Marshes. 1975. Oregon State University. Ph.D. diss.

U.S. Army Corps of Engineers. Nehalem Wetlands Review. 1977.

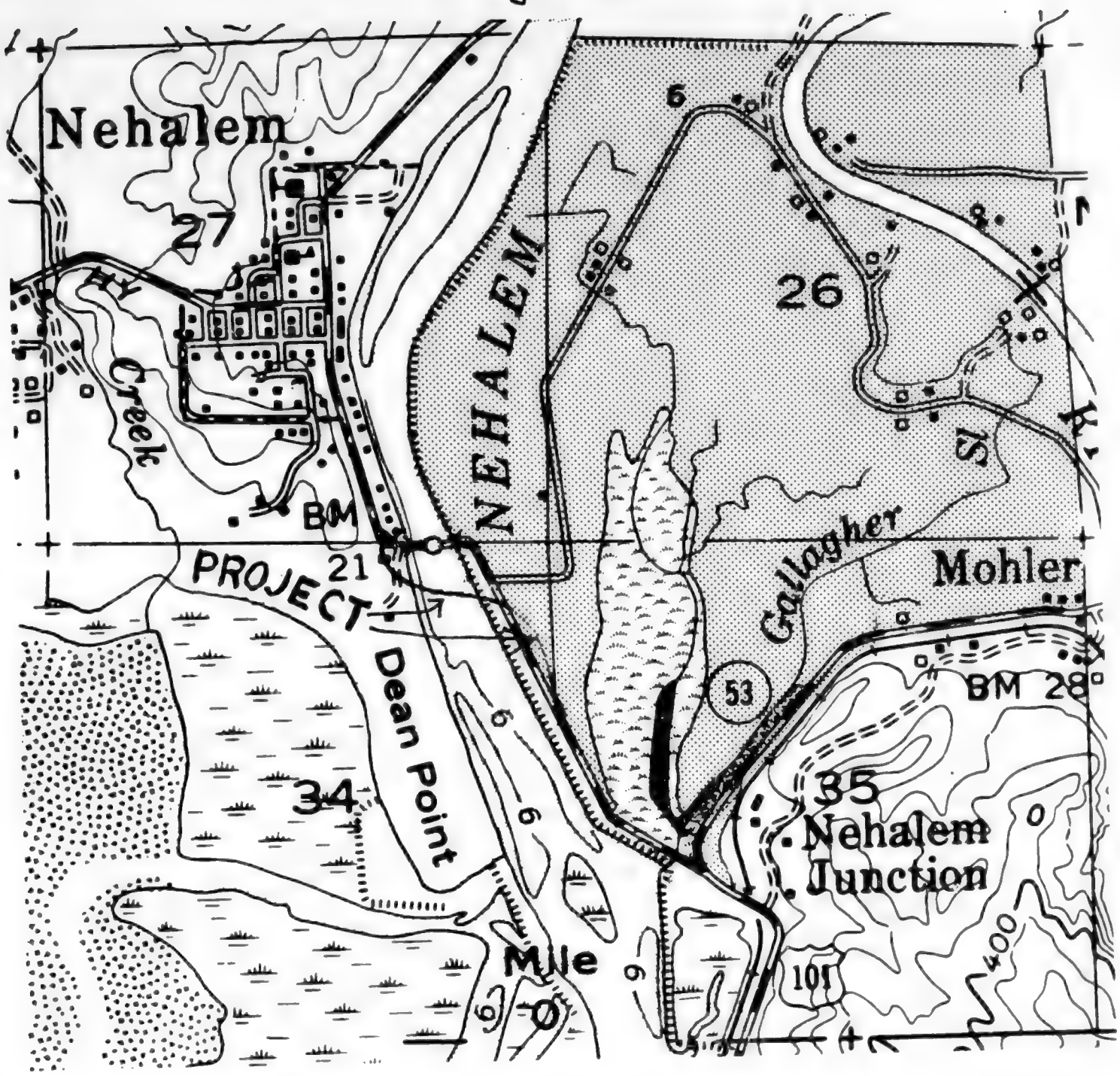
U.S. Environmental Protection Agency and U.S. Fish and Wildlife Service. An Ecological Characterization of the Pacific Northwest Coastal Region. Vol. 2. Characterization Atlas - Regional Synopsis. 1980.

TABLE 1

WETLANDS IN THE PROJECT VICINITY

Type	U.S.F.W.S. Classification	Primary Productivity	Habitat Value
Meadow (diked salt marsh)	Palustrine Emergent Narrow-leaved persistent Seasonally saturated Partially drained/ditched Farmed Dominant species-- (several grass spp.) *Ranunculus repens* *Juncus effusus*	Moderate	Low
Shrub Wetland	Estuarine Intertidal Scrub/shrub wetland Broad-leaved deciduous Irregularly flooded Dominant species-- *Salix* spp.	High	High
Salt Marsh	Estuarine Intertidal Emergent Narrow-leaved persistent Dominant species-- *Deschampsia caespitosa* *Juncus lesueurii* *Agrostis alba*	Very High	High
Shallow Estuary	Estuarine Subtidal Unconsolidated bottom Mud Subtidal	High	Very High

Fig. 1

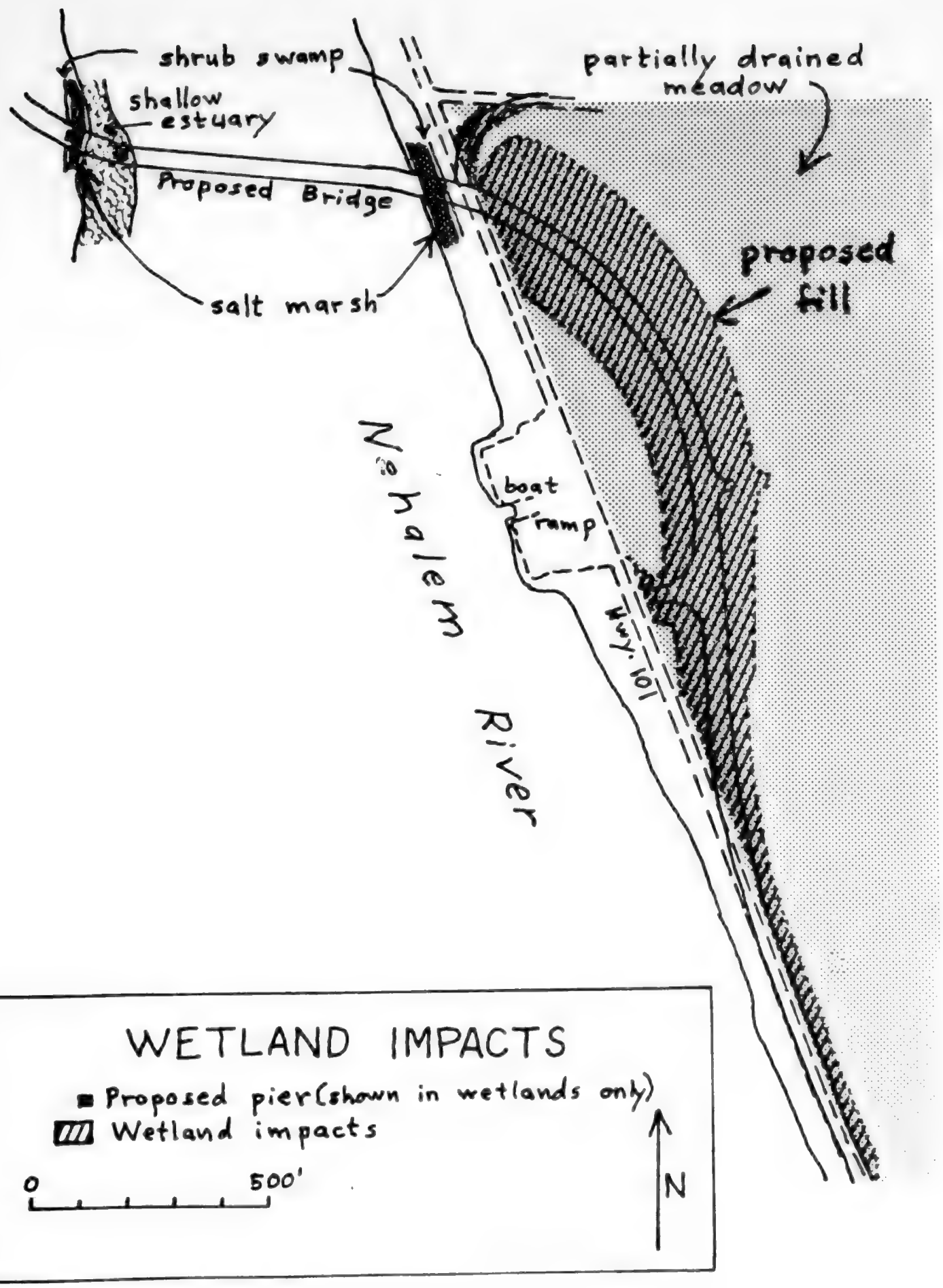


WETLANDS

Upper Nehalem Estuary

- Meadow (partially drained)
- Meadow (undrained)
- Salt Marsh
- Tide Flat
- Scrub Swamp
- Pond
- Shallow Stream

Fig. 2



WETLAND IMPACTS

■ Proposed pier (shown in wetlands only)

▨ Wetland impacts

0 — 500'

N

1467 C

STATE OF OREGON

INTEROFFICE MEMO

TO: Hal Versteeg
ROAD DESIGN ENGINEER

DATE: ~~September 25, 1981~~ 10-6-81

FROM: Gerald Wimer
REGION CONSTRUCTION ENGINEER

SUBJECT: R/W File 52187 Crown Zellerbach Corp.
Nehalem River Bridge Project
Oregon Coast Highway

Finally your office prepared the subject description as requested in my attached December 8, 1980, letter. This parcel provides the designed borrow for the Nehalem River Bridge, Wheeler Overcrossing and gap closure projects.

Follow up as Requested bu DLV 9/28/81

We shouldn't count on dredging the Nehalem River for the borrow needed on the Nehalem River Bridge Project.

Region Right of Way Supervisor Virgil Wilson claims he cannot proceed to acquire this borrow until your office authorizes. Please immediately furnish this authorization or the lack of such authorization could cause further delays in proceeding to contract on the Nehalem River Bridge replacement project.

GW/rgb
cc: Virgil Wilson
Chet Anderson

Explained problems of program, funds, etc - Wimer is satisfied that nothing can be done until the dredge project falls through or wetlands issue is cleared up on Wheeler O'xing project. (Borrow is needed for that project, also)

10/6/81

RECEIVED
SEP 1981
ROAD DESIGN

STATE OF OREGON

INTEROFFICE MEMO

TO: Hal Versteeg
Design Engineer

DATE: December 8, 1980

FROM: G. W. Wimer
Region Construction Engineer

SUBJECT: Borrow Source for Nehalem Bay, Wheeler O'Xing and Gap Closure Projects

From the enclosed report, Region concludes that the Crown Zellerbach property, based on environmental, operational, economical and traffic considerations offers the best opportunity for borrow. Also, the present highway being in close proximity to the railroad, the development of this borrow area allows for a future shift in alignment.

Because of practical starting locations, the excavation sequence should proceed as indicated on the detail map even though there may be some conflict of contractors operations if contract times overlap.

Due to uncertainty of contract sequence this R/W should be purchasednow in a single taking for both projects and not in separate more expensive takings.

Ed Welsh, Region Environmentalist, says no special write up required to widen highway cut for borrow nor does it require a special zoning or mining permit. Region Geologist, Bill Fretwell, says material suitable for borrow purposes and introduces no special highway cut problems. He will soon drill site to determine suitability for selected granular backfill.

cc: Pete Fidler w/attch.
Ed Welsh
Bill Fretwell

Attchs: L.A. Weber memo-12/3/80
Detail map

cc Engl Files 9-25-81 ALL

Versteeg
Anderson
Christensen
Olson
Scott
Stone
Tice
Zumwalt

RECEIVED
SEP 29 1981
ROAD DESIGN
Salem

7409

Memorandum

U.S. Department of Transportation
Federal Highway Administration

THE OREGON DIVISION - SALEM

Subject: Oregon Project RF-180(28)
Nehalem River Bridge Section
Oregon Coast Hwy. (U.S. 101)
State Furnished Materials

Date: October 5, 1981

Reply to Attn. of: HFO.2-OR

From: Division Administrator

To: Mr. H. S. Coulter, State Highway Engineer, ODOT

Mr. D. E. Swan's September 4 and September 28 letters on the subject project have been reviewed.

We concur that it is in the interest of the public for the Oregon State Highway Division to purchase dredge spoil from the Port of Nehalem for the construction of the embankment on the southerly approach to the bridge. We also concur that the dredge spoil used in construction of the embankment is eligible for reimbursement with appropriate federal funds to a maximum of $3.25 per cubic yard as established in Mr. Swan's September 28 letter.

for Dale E. Wilken

cc:
OSHD (D E Swan, Proj Mgmt)

RECEIVED
STATE HWY ENGR
OCT 7 '81
REFER TO
FOR
Info Inves R/E D/R Sign Act File

CON 19

October 5, 1981

The Honorable Paul Hanneman
State Representative
35010 Resort Drive
Cloverdale, OR 97112

Dear Representative Hanneman:

We are attempting to overcome the problems encountered disposing of the dredging spoil from the Nehalem River on the proposed bridge project. As you mentioned, this provides multiple benefits to the lower Nehalem valley. At the September 24 meeting, which you attended at the Region 2 office, you heard some of the risks and problems involved in this approach and know of the cooperation necessary to make everything fit together.

The Highway Division will continue to expedite their portion of the project, and attended a meeting with the Corps of Engineers and others on September 29 to resolve issues relative to issuance of the permit for dredging. It appears that these issues have been satisfactorily resolved.

The Coast Guard, on September 11, wrote to the Corps of Engineers requesting the Corps withhold issuance of the dredging permit until they issued a permit for the bridge. I understand that the Coast Guard subsequently wrote to the Corps offering no objection to the dredging permit. This may leave the Highway Division with a problem in securing a Coast Guard permit for the bridge structure.

We are attempting to resolve this problem without having to delay the project to rewrite the environmental statement. I will advise you if it appears that this will be necessary.

Sincerely,

/s/ L. W. Rulien

H. S. Coulter
State Highway Engineer

cc Ed Zajonc, Director
Division of Land

Stan Jud
Vern Scovell

bc F. B. Klaboe
D. H. Moehring
W. J. Hart
Gary Potter

E. S. Hunter
J. H. Versteeg
C. O. Fredrickson

PAUL A. HANNEMAN
State Capitol, Room H395
Salem, Oregon 97310
Phone 378-8772

Home Address:
35010 Resort Drive
Cloverdale, Oregon 97112

District 3
Phone 965-6004

MINORITY LEADER
HOUSE OF REPRESENTATIVES

September 18, 1981

Fred B. Klaboe, Director
Department of Transportation
135 Transportation Bldg.
Salem, Oregon 97310

Dear Friend:

The multiple benefits gained from using dredge spoils for the Nehalem River bridge warrant rapid action.

If the Coast Guard and/or Corps are throwing road blocks, I will be contacting our federal delegation.

Please inform me if Weimer's deadline appears in jeopardy.

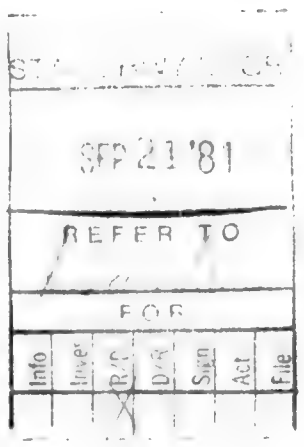
Sincerely,

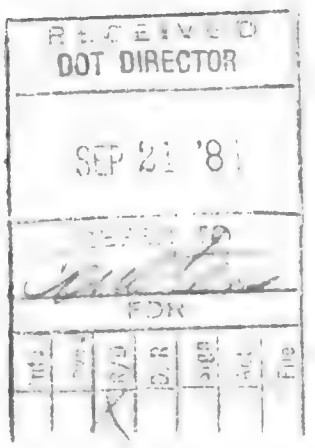
Paul

Paul Hanneman
House Minority Leader:

cc: Director Zajonc
Stan Jud, Nehalem
Vern Scovell, Nehalem

P.S. This project is of the utmost importance.





STATE OF OREGON

INTEROFFICE MEMO

TO: J. B. Boyd
Right of Way Manager

DATE: September 18, 1981

FROM: Virgil Wilson
Region II R/W Supervisor

SUBJECT: File 50766-Neahring
Nehalem River Birdge
Oregon Coast Highway
Tillamook County

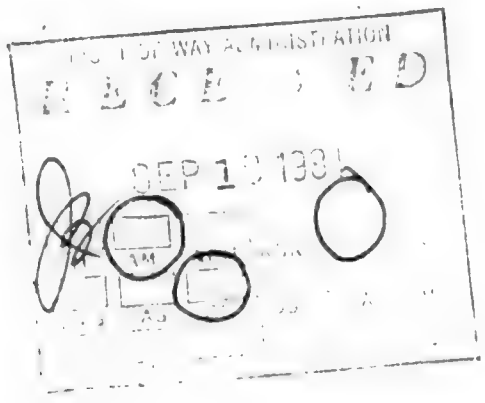
We have obtained a permit of entry from Warren McMinimee as power of attorney for Mr. Neahring. The permit of entry stipulates that Mr. Neahring will build the new fence before October 15 and the sum of $9,000 will be paid to him upon approval by the Highway Commission.

The basis for the $9,000 settlement is based on estimated costs of letting a contract to have the fencing constructed by a fencing contractor, or as a part of the road contract. This estimate was submitted by our Region Engineers for 3,980 lineal feet of four and five strand barb wire fencing with one gate. The estimate for four strand is $8,250 and $10,250 for five strand wire. Therefore, the $9,000 settlement figure is within the bracketed costs.

The permit of entry will allow early use of the land for fill purposes.

VW:lj

cc Ed Hanter arthatt



RECEIVED
TECHNICAL SERVICES
SEP 21 '81
REFER TO
FOR
Info | Invest | R/D | D/R | Staff | Agt | File

Contains Recycled Materials
81.125.1387

From the desk of . . .
Warren A. McMinimee

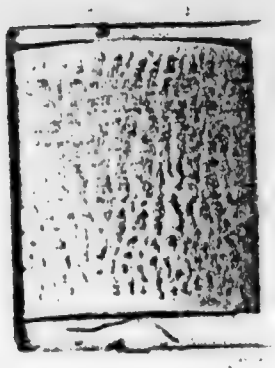
Sept 16-61

attn Mr Hendry - Mr Nilson

You failed to attach
Exhibit A - Please send
Executed duplicate copies
of agreement as well as
Exhibit A. One for me
one for Nearing.

I understand the permit
covers from Fifeland to almost
D
II 53 but not across 53
53

Trust you will Teach
Mr Nearing for me Grantley
the Concession especially
on protecting him for salt
and Clearing of Debris from
the fill



PERMIT OF ENTRY

File No. 50766
Name Neahring
Section Nehalem River Bridge
Highway Oregon Coast
County Tillamook

Oregon State Highway Division
Department of Transportation Building
Salem, OR 97310

RECEIVED
SEP 17 1981
DISTRICT 1
R/W. OFFICE

Gentlemen:

In order to permit the Highway Division of the Department of Transportation to proceed with the construction of the Nehalem River Bridge Section of the Oregon Coast Highway, the undersigned hereby grants to the State of Oregon, by and through its Department of Transportation, its employees, agents, or contractors, the right to enter upon the real property described in the attached Exhibit A (note area shaded in green). This right of entry will commence on October 15, 1981.

The undersigned hereby acknowledge that they knowingly and willingly waive the right to payment prior to possession.

Inasmuch as negotiations for the acquisition of said real property have not been completed, this permit is granted to avoid delay in constructing said project.

It is understood that this permit of entry will in no way jeopardize our rights as grantors in negotiating a settlement, or in any legal proceeding that may arise from the State's acquisition of said real property.

It is further understood that the Highway Division will either negotiate a settlement or institute condemnation proceedings by March 1, 1982; and that in the event said lands are acquired by eminent domain, interest on any award will commence on the day the State or its agents take physical possession.

As part of this permit, grantee agrees to fence the right of way affected herein, using metal or wood posts spaced 16' apart and 12½ ga. wire with 4 strands of barbwire. Fencing is to be done not later than October 15, 1981. The amount of $9,000.00, representing the fencing allowance, is to be processed and paid under standard procedures. The claim for said allowance will be placed in line for payment upon receipt of the signed permit of entry and acceptance by the appropriate official of the Highway Division.

Warren A. McMinimee, Attorney-in-fact
for Donald W. and Delores Ann Neahring

STATE OF OREGON, by and through its Department of Transportation, Highway Division.

Dated this 15th day of Sept, 1981.

U.S. Department of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: RF-180(28)
Nehalem River Bridge

Date: September 15, 1981

From: Division Administrator

Reply to Attn. of: HPD.1-OR

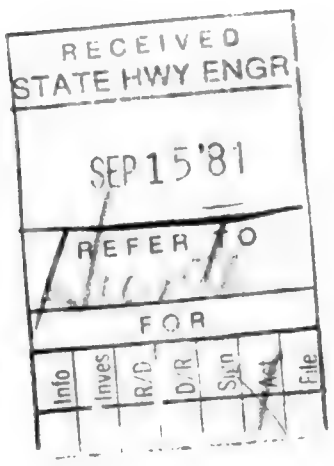
To: Mr. H. S. Coulter, State Highway Engineer
Oregon State Highway Division

On September 4, 1981, two public notices were released by the Corps of Engineers for dredging in the Nehalem River and the use of the dredge material as fill-in for the approach ramps to the proposed replacement Nehalem River Bridge. A statement in the "fill" notice indicates approximately 138,000 cubic yards of sand or earth fill will be placed in a diked wetland/pasture area to develop an approach ramp to the replacement bridge.

The final negative declaration concurred in by this office on December 5, 1977 describes the area in question as high quality pastureland. It was not defined as a wetland at that time and therefor a wetland determination was not made. In view of the statement made in the Corps' notice, it will be necessary to clarify whether this area does or does not, in fact, fall within the definition of a wetland. If it does, a wetlands statement should be prepared as a supplement to the December 1977 Negative Declaration.

Another question raised by the Corps notice regards the "Nationwide Rivers Inventory." Since this river has been identified as a possible natural and free flowing river in the inventory, consultations with the National Park Service will be necessary.

For your information we have been informed by the Coast Guard that they will not finalize the issuance of the permit for the Nehalem River Bridge until the above mentioned issues have been resolved.



for Dale E. Wilken

9461

PUBLISHERS PAPER TIMES MIRROR

September 10, 1981

Department of Transportation
United States Coast Guard
915 Second Avenue
Seattle, Washington 98174

RE: 16591
Serial 349
24 August 1981
Public Notice No. 81-N-10
Nehalem River Bridge

Gentlemen:

We support the approval of the project as described in the referenced notice. The existing bridge has for many recent years been a highway traffic hazard particularly when used by commercial vehicles in conjunction with passenger vehicles. The limited width and extreme degree of design curvature on the entrance and exit ramps are adverse to the public safety.

The completion of the U. S. Army Corps of Engineers Nehalem Jetty construction will encourage increased public boating use of the lower Nehalem River and Bay. Increased distance between new bridge support piers, along with increased vertical mean low and high water clearances for the proposed bridge, will serve to insure safe public boating in the vicinity of the structure.

Thank you for the opportunity of commenting on this application.

Very truly yours,

Les Wilkins

Les Wilkins
Administrative Forester

LW:nh

cc: Oregon State Department of Transportation
City of Nehalem
Port of Nehalem
Tillamook County Commissioners

RECEIVED
STATE HWY ENGR
SEP 11 '81
REFER TO
FOR
Info | Invest | R/D | D/N | Sign | Act | File

419 MAIN ST OREGON CITY, OREGON 97045 TELEPHONE 503 656 2111

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

PRO 6-2

September 4, 1981

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

Original Signed By
D. E. Swan

FROM: D.E. Swan
Operation Programming Engineer

SUBJECT: State Furnished Material
Project No. F-2-5(-)
Nehalem River Bridge Section
Oregon Coast Highway (US 101)
Tillamook County

I request concurrence that it is in the public interest for the State Highway Division to purchase dredge spoil for construction of the embankment on the southerly approach to the bridge.

Justification is based on the fact that the Port of Nehalem intends to contract dredging in the vicinity of the proposed project and has offered to sell the Oregon State Highway Division the spoil.

I further request your concurrence that State furnished dredge spoil used in construction of the embankment will be eligible for reimbursement with appropriate funds under the proposed future Federal-Aid construction project.

The pay quantities claimed will be determined by the embankment measure basis set forth in subsection 203.82 of Oregon's "Standard Specifications for Highway Construction". Reimbursement will be claimed on an actual cost basis estimated to be approximately $3.00 per cubic yard.

JLG:bkc

cc: C.O. Fredrickson (Region 2)
General Files

Form 734-3122

DEPARTMENT OF TRANSPORTATION
UNITED STATES COAST GUARD

MAILING ADDRESS
COMMANDER (oan)
THIRTEENTH COAST GUARD DISTRICT
915 SECOND AVE
SEATTLE, WASH 98174
PHONE (206) 442-5864

16591
Serial 349
24 August 1981

In reply refer to
Proposed Replacement Bridge
Across Nehalem River, Mile 1.0,
Near Nehalem, Oregon

PUBLIC NOTICE NO. 81-N-10

All interested parties are notified that an application has been received by Commander, Thirteenth Coast Guard District, from the State of Oregon Department of Transportation, Highway Division, Transportation Building, Salem, Oregon 97310, for approval of location and plans for construction of a replacement highway bridge across a navigable waterway as follows:

WATERWAY AND LOCATION

Nehalem River, mile 1.0, near Nehalem, Oregon.

CHARACTER OF WORK

The applicant proposes to replace the existing two-lane swing span highway bridge at mile 1.1 with a modern concrete structure approximately 0.1 mile downstream. The purpose of the project is to provide a safer structure capable of accommodating present and future traffic. Drawbridge operating regulations provide that the existing bridge need not open for the passage of vessels. Vertical clearances would be increased, compared to those available with the current bridge in the closed position. Horizontal clearances also would be increased. Existing and proposed navigation clearances are:

	Existing	Proposed
Horizontal	77 feet	116 feet (center portion of main spans)
Vertical	26.0 feet at mean lower low water 18.1 feet at mean high water	39.5 feet* at mean lower low water 31.6 feet* at mean high water *Clearances noted are for span 4; for span 5, vertical clearances are reduced by three feet.

SPEED LIMIT 55
It's a law we can live with.

ENVIRONMENTAL CONSIDERATIONS

The Federal Highway Administration (FHWA) is the lead federal agency for purposes of the National Environmental Policy Act of 1969, as amended (NEPA). FHWA has determined that the proposed project would not be a major action significantly affecting the quality of the human environment. The Coast Guard, having conducted an independent review of the project, concurs in the determination by FHWA. Environmental documentation submitted in support of the proposal is available for inspection in the offices of the applicant and at the office of the Commander, Thirteenth Coast Guard District, Aids to Navigation Branch.

A separate permit pursuant to section 404 of the Clean Water Act, as amended, will be required by the U. S. Army Corps of Engineers for the placement of fill material. A total of approximately 181,000 cubic yards of fill would be required for the project, with an additional 1,600 cubic yards of riprap to be used at piers 2, 4, 5, and 7.

No properties protected by the provisions of section 4(f) of the Department of Transportation Act of 1966 would be affected by the proposed project.

The applicant has certified that the proposed activity complies with the State of Oregon approved coastal management program and would be conducted in a manner consistent with such program.

Although the project would be an encroachment on the floodplain of the Nehalem River, it has been determined that the encroachment would not be significant. Available information indicates that the proposal would not have a significant impact on wetlands.

The proposed project would not result in an adverse effect on properties listed on the National Register of Historic Places, or eligible for listing thereon.

Preliminary determinations indicate that the proposed activity would have no effect on endangered or threatened species, or their critical habitat, designated pursuant to the Endangered Species Act of 1973, as amended. Formal consultation with the Department of the Interior in accordance with section 7 of the Act is not contemplated for this proposal.

P/N 81-N-10
BRIDGES

SOLICITATION OF COMMENTS

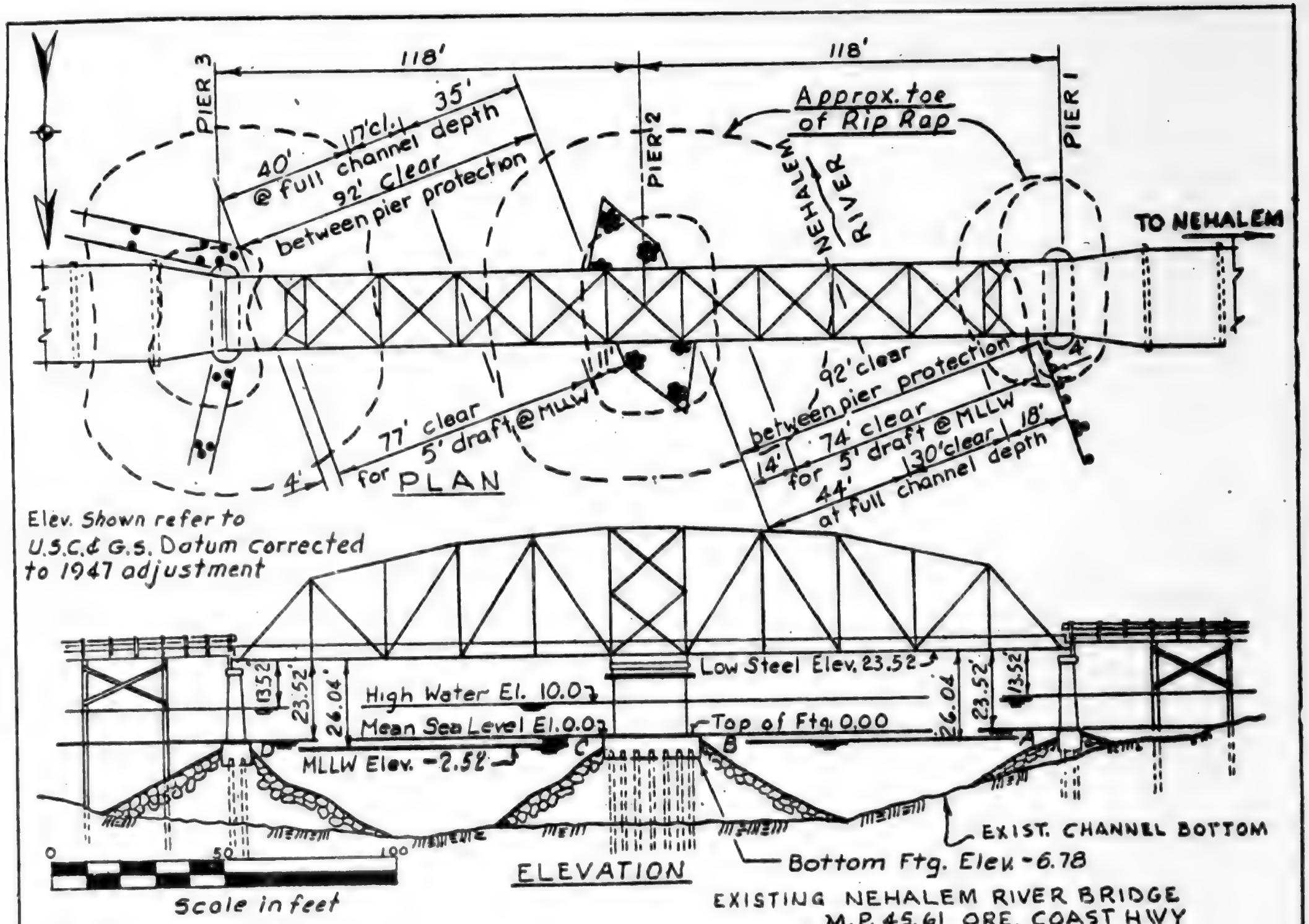
Interested parties are requested to express their views, in writing, on the proposed project giving sufficient detail to establish a clear understanding of reasons for support of or opposition to the proposed work. Comments will be received for the record at the office of the Commander (oan), Thirteenth Coast Guard District, 915 Second Avenue, Seattle, Washington 98174, through 2 October 1981.

This notice consists of three pages, four sheets of drawings, one sheet public notice by the State of Oregon Department of Environmental Quality (DEQ), and one sheet public notice by the State of Oregon Department of Land Conservation and Development (DLCD).

Joseph H. Wubbold

JOSEPH H. WUBBOLD
Captain, U. S. Coast Guard
Chief, Operations Division
By direction of the District Commander

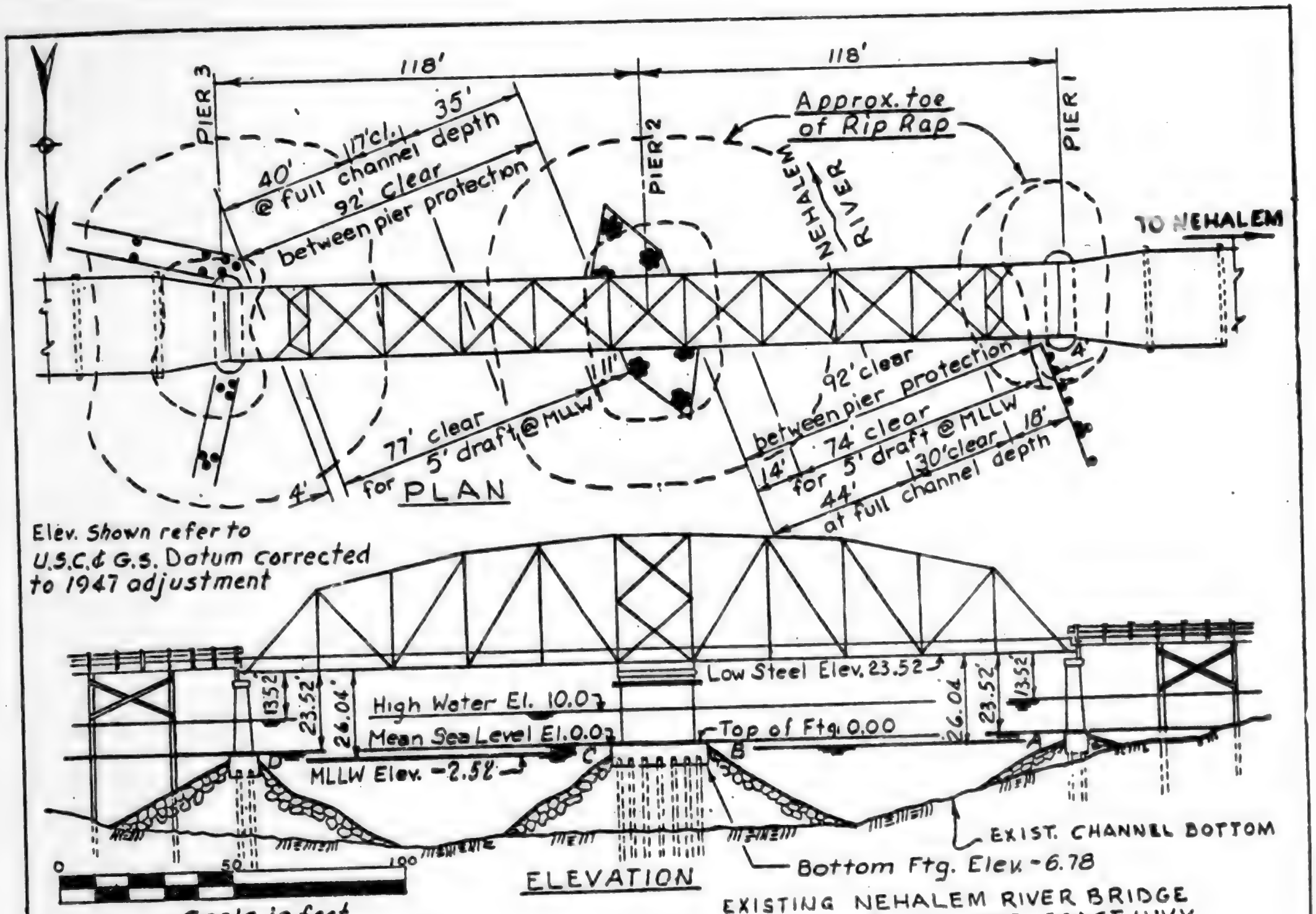
Encls: (1) Drawings - 4
(2) Public notice, State of Oregon DEQ
(3) Public notice, State of Oregon DLCD



Rip Rap placed as shown

Approx. Elev. Top of Rip Rap	A	B	C	D
	-3.5	-2.0	-4.0	-3.0

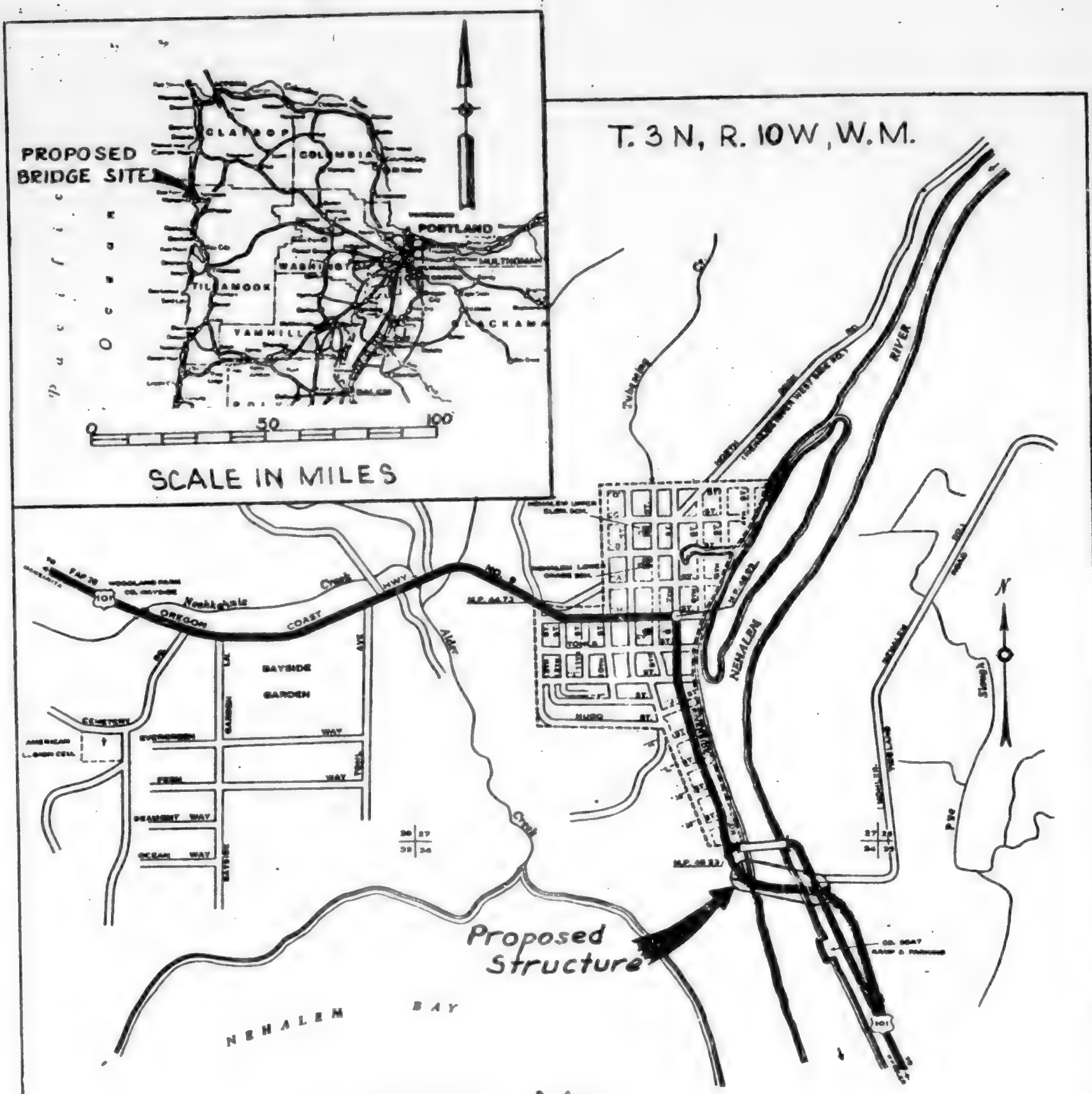
EXISTING NEHALEM RIVER BRIDGE
M.P. 45.61 ORE. COAST HWY
AT
NEHALEM OREGON
TILLAMOOK COUNTY
APPLICATION BY
OREGON TRANSPORTATION COMMISSION
JUNE, 1981



Rip Rap placed as shown

Approx. Elev. Top of Rip Rap	A	B	C	D
	-3.5	-2.0	-4.0	-3.0

EXISTING NEHALEM RIVER BRIDGE
M.P. 45.61 ORE. COAST HWY
AT
NEHALEM OREGON
TILLAMOOK COUNTY
APPLICATION BY
OREGON TRANSPORTATION COMMISSION
JUNE, 1981



LOCATION MAP
PROPOSED BRIDGE
OVER
NEHALEM RIVER
NEAR
NEHALEM, OREGON
TILLAMOOK COUNTY
APPLICATION BY OREGON TRANSPORTATION COMMISSION

June, 1981.

SHEET 1 of 4

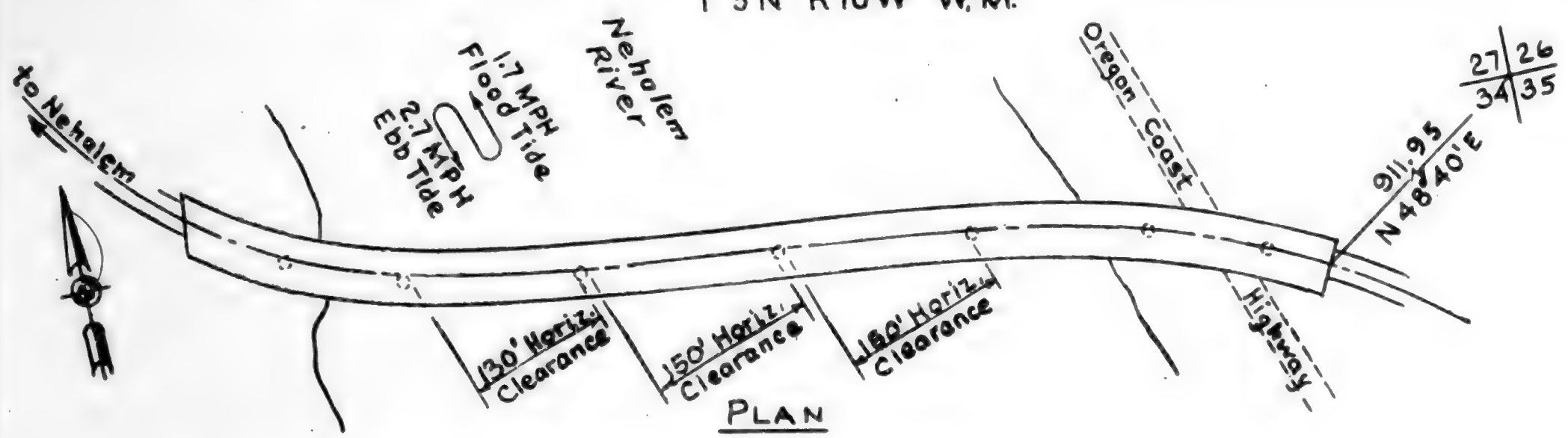
NEHALEM

TILLAMOOK COUNTY, OREGON

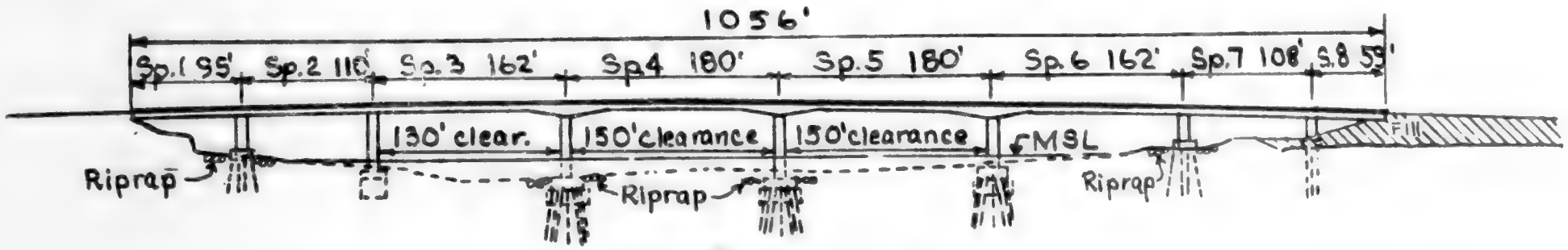
0 4 8 12

Scale in 100 Feet

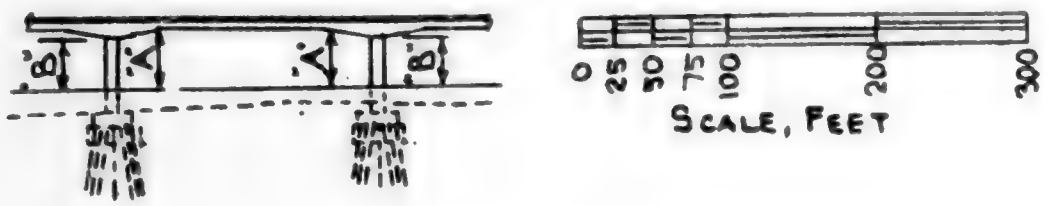
T 3 N R 10 W W.M.



PLAN



ELEVATION

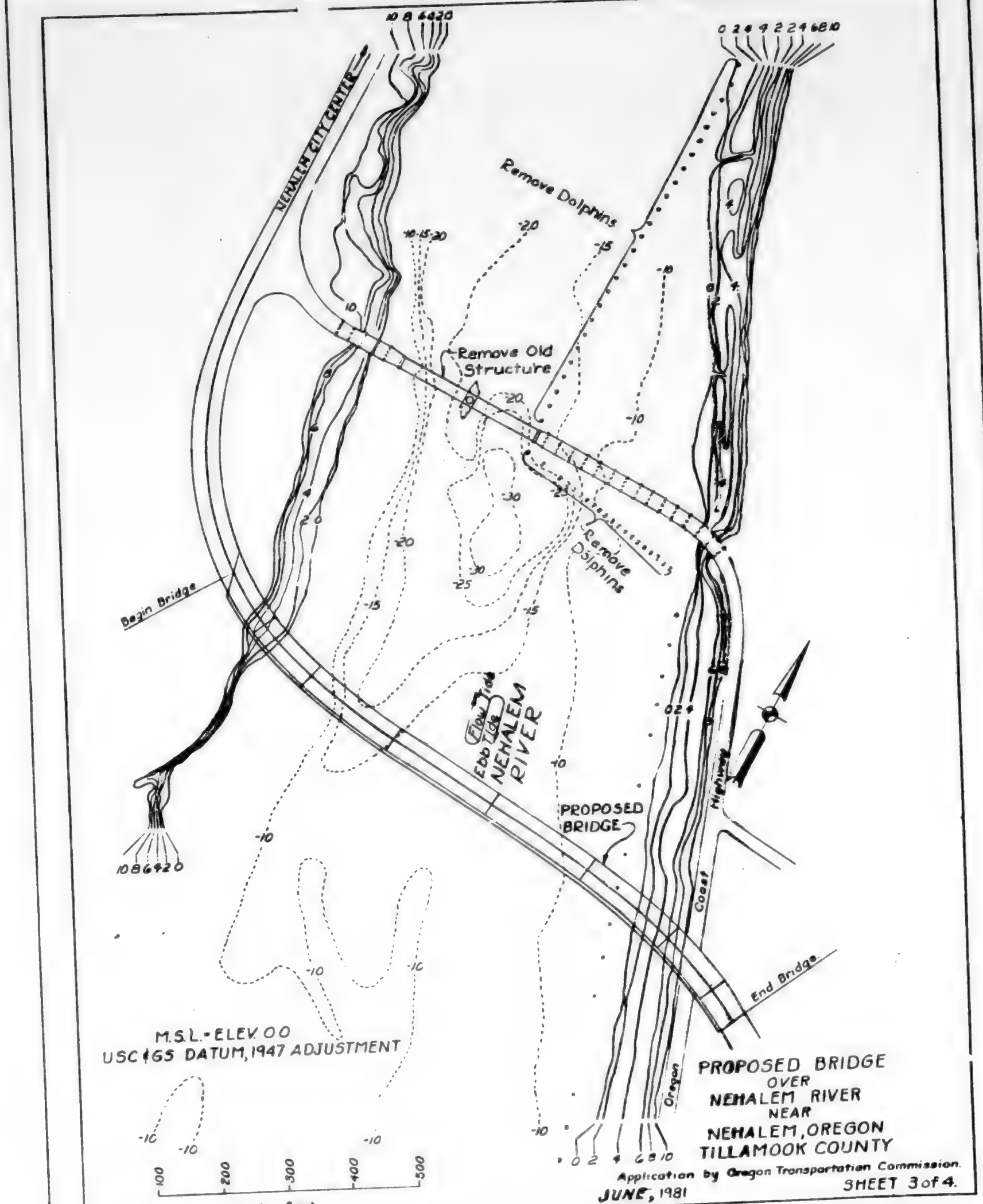


MHHW	El. 6.1
MHW	El. 5.4
MSL	El. 0.0
MLLW	El. -2.5

The design provides vertical clearance "A", throughout the mid 116 feet of the span. This clearance exists to within 36 feet of the piers. The least vertical clearance, "B", occurs near the piers.

Span	3		4		5	
Clear above	MLLW	MHW	MLLW	MHW	MLLW	MHW
"A"	37.5	29.6	39.5	31.6	36.5	28.6
"B"	36.5	28.6	36.5	28.6	33.5	25.6

PROPOSED BRIDGE OVER THE
NEHALEM RIVER
NEAR
NEHALEM OREGON TILLAMOOK COUNTY
APPLICATION BY THE
OREGON TRANSPORTATION COMMISSION
JUNE, 1981


Remove Dolphins
Remove Old Structure
Remove Dolphins
Begin Bridge
Flow Tide
Ebb Tide
NEHALEM RIVER
PROPOSED BRIDGE
Highway
Coast
End Bridge
Oregon
M.S.L.-ELEV. 00
USC&GS DATUM, 1947 ADJUSTMENT
Scale, feet.
PROPOSED BRIDGE
OVER
NEHALEM RIVER
NEAR
NEHALEM, OREGON
TILLAMOOK COUNTY
Application by Oregon Transportation Commission.
JUNE, 1981
SHEET 3 of 4.

Department of Environmental Quality

522 SOUTHWEST 5TH AVE. PORTLAND, OREGON 229-5358

MAILING ADDRESS: P.O. BOX 1760, PORTLAND, OREGON 97207

Public Notice

The following shall constitute public notice by the State of Oregon that the Department of Environmental Quality, pursuant to the requirements of Title 33, United States Code, Section 1341, has been requested to certify that there is reasonable assurance that the project described Public Notice No. 81-N-10 issued by Commander, Thirteenth Coast Guard District in Seattle, will comply with the applicable provisions of Title 33, United States Code, Sections 1311, 1312 1316 and 1317. Comments regarding possible water quality effect of the proposed project should be sent within 20 days to the State of Oregon, Department of Environmental Quality, P. O. Box 1760, Portland, OR., 97207.

GDC:
3/13/78

STATE OF OREGON
Highway Division 378-2626

INTEROFFICE MEMO

RECEIVED
STATE HWY ENGR
JUL 27 '81
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

TO: FILE

DATE: July 17, 1981

FROM: Chuck Pietrok
REGION II ENVIRONMENTALIST

H. S. COULTER

SUBJECT: Nehalem River Bridge
Oregon Coast Hwy.

On July 9, 1981, at 9:00 a.m. Jerry Wimer, Chet Anderson, and myself met with Andrew Lagler, Chairman, Stan Judd, Bill Dart, Don Millar, and Zella Schwartzenhauer, Port of Nehalem Commission, and Vern Scovell, contractor at Wheeler City Hall.

The June 26, 1981, letter from Jerry Wimer to Andrew Lagler with five alternatives for obtaining material sources for the roadway fill to the subject project of approximately 150,000 yards as discussed. The five alternatives are:

1. Proceed with contract as intended, designating the to date planned material source south on and adjacent to Highway 101 as a mandatory source.

2. Proceed to contract as soon as possible with no material source designation.

3. Proceed to contract with the highway source as a prospective site.

4. Delay project one year, prepare new environmental assessment and incorporate dredging in the project. Hold new hearing.

5. Have Port dredge material, place on our site, then award the bridge contract after the dredged material is placed.

The Port Commission feels that they would like to pursue alternative (5). This alternative would guarantee the use of the dredge material, a spoils area, and an immediate purchaser of the material, which is needed due to the lack of Port funds to let a contract for the dredging. Also, the Port is in the process of obtaining dredging permits, which are needed by October 1 to let a contract and supply the material this winter.

We, the State Highway Division, will draft an agreement between the Port of Nehalem and the State Highway to accept dredge material for the south approach fill fo the subject project, which will be placed there by the Port. Acceptance of dredge material will be terminated February 1, 1982, so the bridge contract can be let. The dredge material would be paid for at a rate which would not be more than the cost of the proposed project material source and to be measured from the original ground before placing material to the final elevation. Payment of dredge material will be made monthly on an estimate by the State Highway to the Port.

Before finally committing ourselves to this proposal, Jerry Wimer is having D. E. Swan confirm with the FHWA that we can program funding on this accelerated schedule. Following that a more detailed review will be made with Road Design of extent of necessary plans and specifications modifications. After assurance from these Sections and Right of Way that we can meet this schedule, an agreement would be drafted.

The next meeting is set for the third week in August to discuss the dredge material agreement and progress of permits for dredging.

CP/bah

cc: H. S. Coulter
L. W. Rulien
E. S. Hunter
Gary Potter
Frank Terpin
Walter Hart
J. H. Versteeg
D. E. Swan
D. H. Moehring
J. B. Boyd
F. W. Yarbrough

Andrew Lagler, Chairman
Port of Nehalem
W/5 extra copies

Representative Paul Hanneman
Thomas Murrey, Assoc.

STATE OF OREGON
HIGHWAY DIVISION

INTEROFFICE MEMO

NOTED
H. S. COULTER

RECEIVED
STATE HWY ENGR
JUN 29 '81
REFER TO
FOR
Info | Invest | R/O | D/R | Sign | Act | File
K

TO: H. S. Coulter
State Highway Engineer

DATE: June 26, 1981

FROM: Gerald Wimer
Region 2 Construction Engineer

SUBJECT: Nehalem River Bridge
Oregon Coast Highway

You asked for a summary of the alternatives and issues as they pertain to the subject project with the recent expressed desire of the Port of Nehalem to have dredged material used as embankment on the project. After conferring with Frank Terpin, Gary Potter and Chuck Pietrock, the following lists the alternatives and benefits and disadvantages as we see them.

Alternative 1. Proceed with contract as intended, designating the to-date planned material source south on and adjacent to Highway 101 as a mandatory source.

Advantages:

-- earliest to contract, since no additional procedures, permits or processing is required.

-- is environmentally acceptable and has been processed in accordance with our Action Plan.

-- because of early contracting date and thereby avoiding potential delay, would be of maximum benefit to the road user by minimizing cost increases due to inflation.

-- corrects the existing safety problem as soon as possible.

-- utilizing the planned source secures it for two future highway projects as well as providing area for future highway widening and re-alignment.

Disadvantages:

-- does not consider community and Port navigation and recreation needs.

-- minor interruptions of US 101 traffic due to hauling of material.

--port is already attempting to secure permits for dredging, so the effort would be wasted for this project.

Alternative 2. Proceed to contract as soon as possible with no material source designation.

Attach report of Wimer meeting with Walker, Engineer, HSC

7-14-81
Draft
remain pending
report of meetings
EDH

7-13-81
EDH

Contains Recycled Materials
81-125-1387

SP*75683-125

Advantages:

--can go to contract as soon as Alternative 1, so avoids delay and increased costs.

--would likely be least cost, because Contractors will seek the cheapest source.

Disadvantages:

--Contractors may find other sources, and not use the previously planned source or the dredging proposal.

--several sources could be utilized, risking further environmental problems.

--if Contractor elects to use a source that is controversial, the Division could be placed in a position of having to back up in the Action Plan process.

--requires modification of plans and specifications involving small amount of time and money.

Alternative 3. Proceed to contract with the highway source as a prospective site.

Advantages:

--calls attention to Contractor, but does not require use.

--best interest to road user, because most economical source would probably be utilized.

--would be essentially no delay in preparing to advertise for bids.

Disadvantages:

--does not assure that the dredging or the highway source would be selected by the Contractor.

--may have more than one source, so potentially may be more environment affected.

--if Contractor elects to use a source that is controversial, the Division could be placed in a position of having to back up in the Action Plan process.

--requires modification of plans and specifications involving small amount of time and money.

Alternative 4. Delay project one year, prepare new environmental assessment and incorporate dredging in the project. Hold new hearing.

Advantages:

--gives best assurance that dredging would be utilized in the project.

--minimizes potential lawsuit risks and OSHD contract administration problems.

Disadvantages:

--not guaranteed that the revisions could be accomplished in one year.

--it is possible that due to permit restrictions, not enough material could be obtained to accomplish the total embankment needs of the project.

--inflation costs and additional PE costs would be incurred because of one year + delay.

--probably not cost advantageous to the road user.

--does not correct safety problem for one year.

--uncertain whether local interest is best served by one year delay.

--lack of alternative projects to use up funds.

Alternative 5. Have Port dredge material, place on our site, then award the bridge contract after the dredged material is placed.

Advantages:

--assures dredged material will be used in project.

--minimizes environmental problems and OSHD contract administration problems.

--avoids two prime contractors working in the project vicinity.

Disadvantages:

--potential delay, since the Port has stated they have no funds to perform the work.

--inflation costs due to delay.

--probably not cost-effective for the road user.

--delay in correcting the safety problem.

--uncertain whether local interest is best served by the delay.

--lack of alternative projects to use funds.

--permit restrictions may not allow enough yardage for the project.

--cannot let the structure contract until assurance is received that the dredging will be completed.

Conclusions

In checking with various sources within the Highway Division, the material for embankment from the Highway material source is estimated to cost about $3.00 per yard, which is the same reported cost of the dredged material.

The project is using HBR funds, and it appears that there are no other bridge replacement projects of this size to quickly substitute in order to use the money.

Legal counsel has advised that we should either back up the development process to incorporate the dredging proposal in our project, or pay the Port to deliver the material to the site specified on a per yard basis. In other words, some other agency would then bear the responsibility of permits and contracting to do the dredging.

In view of the foregoing analysis, it would appear that only Alternatives 1, 3, 4 and 5 have merit, while 2 has some complications and risk and does not even assure that the Port's goals can be met. It is the opinion of this group that Alternative 1 is the alternative that best serves the highway user, but Alternative 3 can be pursued to allow for the Port desires to make the material available.

Region will share this information with Rep. Paul Hanneman and the Port of Nehalem and will inform you of the results of those meetings. ✓

GP/cl

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Region 2
2960 E. STATE STREET, SALEM, OREGON 97310 PHONE 378-2626

bcc: Frank Terpin
Gary Potter
Eldon Everton
Chet Anderson

June 26, 1981

Mr. Andrew Lagler, Chairman
Port of Nehalem
P. O. Box G
Manzanita, Oregon 97130

Dear Mr. Lagler:

RE: Nehalem River Bridge
Oregon Coast Highway

Since meeting with your commission June 17, the Highway Division has pursued the alternative methods to cooperate with your proposal to dredge the Nehalem River in the vicinity of our proposed bridge.

At that meeting, your port commission expressed a willingness to secure a dredging permit with our bridge approach fill as a waste area with the intention of securing this permit by October 1. At that time, I had some preliminary advice that this could allow a simple, speedy supplement to our negative declaration. On closer scrutiny, we cannot rely on a simple supplement.

We immediately put together an analysis of the alternatives, listing the advantages and disadvantages. A copy of that report is attached. I would again like to meet with you and your commission and search for the best course of action for your port, the local community and the state of Oregon. District Engineer Eldon Everton will contact you and arrange a meeting as soon after July 8 as convenient to your group. I am not available prior to that.

Very truly yours,

Gerald Wimer
Region Construction Engineer

GW/dlm
Attachment

cc: Representative Paul Hanneman
H. S. Coulter

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Region 2
2960 E. STATE STREET, SALEM, OREGON 97310 PHONE 378-2626

b cc: Frank Terpin
Gary Potter
Eldon Everton
Chet Anderson

June 26, 1981

Representative Paul Hanneman
35010 Resort Drive
Cloverdale, Oregon 97112

Dear Mr. Hanneman:

RE: Nehalem River Bridge
Oregon Coast Highway

Other members of the Region 2 staff and I met with the Port of Nehalem June 17 in an attempt to cooperate with their efforts to dredge the Nehalem River in the vicinity of our proposed bridge. At that time, the Port Commission agreed to secure a dredging permit with our proposed bridge approach fill as a waste area. It was then thought that this could allow a simple, speedy supplement to our negative declaration.

Unfortunately, closer review of the environmental requirements revealed that to fully assure proper environmental protection might delay the bridge construction project; therefore, we outlined the various alternatives listing the advantages and disadvantages of each. A copy is attached with appropriate concluding comments.

I am attempting to once again meet with the Port Commission and review an appropriate course of action to pursue, keeping in mind the best interests of the Port, the local community and the State of Oregon. I would also like to meet with you and discuss these alternatives at your convenience. I will attempt to arrange a date when I deliver this letter.

Very truly yours,

Gerald Wimer
Region 2 Construction Engineer

GW/dlm
Attachment

cc: H. S. Coulter

9414

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

July 15, 1981

In Reply Refer to
File No.:

Mr. Gerald A. Newgard, Chief
Regulatory Functions Branch
Portland District, Corps of Engineers
P.O. Box 2946
Portland, OR 97208

Attention: Sidney Stecker

Dear Mr. Newgard:

RE: 071-0YA-4-004169
Nehalem River Bridge
Oregon Coast Highway
Tillamook County

An application for a Department of the Army permit for replacement of the Nehalem River Bridge on the Oregon Coast Highway was sent to you on June 29, 1981. The grading plans are now complete and they show some riprap being placed to protect the highway fill slope on the river side of the highway. There will also be embankment material placed for the south approach to the new structure that will be below the January 1972 highwater elevation of 8.7 feet. The existing Oregon Coast Highway will be left in place as well as Tideland Road which forms a dike between the river and the new embankment; however, this area has been flooded.

There will be approximately 1,600 cubic yards of loose riprap. The riprap will be free from all organic materials. The riprap material will consist of 700-pound stone with smaller grades of stone to fill the voids.

The first three feet of embankment for the south approach will consist of approximately 42,000 cubic yards of selected granular material. The rest of the approximately 28,000 cubic yards below elevation 8.7 feet will consist of common material.

Drawings are enclosed showing the area of riprap and the south approach fill area.

If you need further information, please contact Donald E. Keyes, Location Unit, 200 Transportation Building, Salem, OR 97310, telephone 278-6265.

Sincerely,

Frank E. Terpin
Location Engineer

RECEIVED
TECHNICAL SERVICES
JUL 15 '81
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

Enclosures

cc E. S. Hunter
W. J. Hart
D. L. Trout
D. E. Keyes

Form 734-3122

9469

9

LOCATION PROSPECTUS

OREGON DEPARTMENT OF TRANSPORTATION
LOCATION UNIT

7-1-81

NOTE: SHADED AREAS TO BE COMPLETED IN SALEM OFFICE

DATE

PREFIX

1 - IDENTIFICATION

PROJECT NAME: Oregon Coast Hwy. @ Nehalem Bridge

HIGHWAY NAME: Oregon Coast

HIGHWAY NUMBER: 9

REGION	ADMINISTRATIVE DISTRICT	COUNTY	CITY
II	1	Tillamook	-

LENGTH	MILEPOST NUMBER			
	45.61	TO -	[X] RURAL	[ ] URBAN

LOCAL GOVERNMENT PROJECT? [ ] YES [X] NO

IF YES, UNIT OF GOVERNMENT

TYPE OF FUNDS: [ ] FAI [ ] FAP [ ] FAS [ ] STATE [ ] FAUS [X] OTHER Title II H.E.S.

METHOD OF CONSTRUCTION: [ ] CONTRACT [X] STATE FORCE [ ] OTHER

TYPE OF WORK: [ ] GRADING [ ] PAVING [ ] STRUCTURE [X] SIGN [X] SIGNAL [X] ILLUMINATION [ ] ROADSIDE IMPROVEMENT [X] OTHER Guard Rail

PROJECT DESCRIPTION

Revise the signing and guard rail and install illumination and flashing lights on the south approach to the Nehalem River Bridge on the Oregon Coast Highway. Construction and all phases of engineering will be performed by State Forces.

2 - TRAFFIC DATA

EXISTING AVERAGE DAILY TRAFFIC (YEAR-VOLUME)	PROJECTED AVERAGE DAILY TRAFFIC (YEAR-VOLUME)
1979 - 3650	

LEVEL OF SERVICE	A	B	C	D	E	F
EXISTING	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
PROPOSED	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]

DESIGN SPEED (MPH)	DESIGN STANDARDS	TRAFFIC ANALYSIS
25		[ ] LIGHT [ ] MEDIUM [ ] HEAVY

APPROVED
Frank E. Hayden
Location Engineer
Date 7/8/81

3 · FEATURES	EXISTING NUMBER AND WIDTH	PROPOSED NUMBER AND
TRAVEL LANES	Str. (var. 19-23' Total width)	No change
SHOULDERS	—	" "
MEDIANS	—	" "
PARKING LANES	—	" "
SIDEWALKS	—	" "
BIKEWAYS	—	
INTERCHANGES	—	
OTHER:		

	YES	NO	MAYBE
Channelization	☐	☒	☐
Frontage Roads	☐	☒	☐
Traffic Signals	☐	☒	☐
Signing	☒	☐	☐
Illumination	☒	☐	☐
Structures	☐	☒	☐
Stage Construction	☐	☒	☐
Pedestrian Crossing	☐	☒	☐
Rest Area	☐	☒	☐
Truck Scale Site	☐	☒	☐
Landscaping	☐	☒	☐
Drainage	☐	☒	☐
River _____	☐	☒	☐
Stream _____	☐	☒	☐
Storm Sewer	☐	☒	☐
Sanitary Sewer	☐	☒	☐
Right of Way	☐	☒	☐
Simple Acquisition	☐	☒	☐
Complex Acquisition	☐	☒	☐
Relocations	☐	☒	☐

	YES	NO	MAYBE
Right of Way (cont.) Improvements	☐	☒	☐
Access Control	☐	☒	☐
Railroad Crossing	☐	☒	☐
At Grade	☐	☒	☐
Separated	☐	☒	☐
Railroad Encroachment	☐	☒	☐
Permits	☐	☒	☐
Conditional Use	☐	☒	☐
Flood Plain	☐	☒	☐
Irrigation District	☐	☒	☐
Water District	☐	☒	☐
Drainage District	☐	☒	☐
Div. of State Lands	☐	☒	☐
Dept. of Geology & Min. Ind.	☐	☒	☐
Corps of Engineers	☐	☒	☐
Coast Guard	☐	☒	☐
DEQ NPS Air Pollution	☐	☒	☐
DEQ NPS Water Pollution	☐	☒	☐
Building	☐	☒	☐
Fish & Wildlife Approval	☐	☒	☐

3 - FEATURES (cont.)

	YES	NO	MAYBE
Agreements (City-County Etc.)	☐	☒	☐
Environmental Assessment	☐	☒	☐
Statewide Assessment	☒	☐	☐
Negative Declaration	☐	☒	☐
Environmental Impact Statement	☐	☒	☐
4 F Statement	☐	☒	☐
Citizen Advisory Committee	☐	☒	☐
Public Hearing _____	☐	☒	☐
Borrow Source	☐	☒	☐
Material Source	☐	☒	☐
Utilities	☐	☒	☐

Type _____

	YES	NO	MAYBE
Hydraulics Study	☐	☒	☐
Soils Investigation	☐	☒	☐
Airport Clearance	☐	☒	☐
Economic Analysis	☐	☒	☐
Requires Field Survey	☐	☒	☐
Old Survey Available	☐	☒	☐
Requires Vicinity Map	☐	☒	☐
Requires Photogrammetry	☐	☒	☐
Requires Reconnaissance Survey	☐	☒	☐
Reconnaissance Available	☐	☒	☐
Design Review	☐	☒	☐

4 - WORK ITEMS

	TO BE PERFORMED BY		
	APPLICANT	STATE	CONSULTANT
PRELIMINARY ENGINEERING	☐	☒	☐
RIGHT-OF-WAY N/A	☐	☐	☐
CONSTRUCTION ENGINEERING	☐	☒	☐

5 - DURATION TIMES (MONTHS)

	FLOAT	ACTIVE
RECONNAISSANCE SURVEY	( )	N/A
DRAFT ENVIRONMENTAL IMPACT STATEMENT	( )	N/A
CORRIDOR APPROVAL	( )	N/A
FIELD SURVEY	( )	N/A
PRELIMINARY DESIGN	( )	N/A
DESIGN APPROVAL/FINAL EIS	( )	N/A
RIGHT-OF-WAY DESCRIPTIONS	( )	N/A
RIGHT-OF-WAY ACQUISITION	( )	N/A
P.S. & E. DOCUMENTS	( )	3

RECOMMENDED CONSTRUCTION DATE _____ (Region) _____ (Salem)

6 - SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING
N/A		

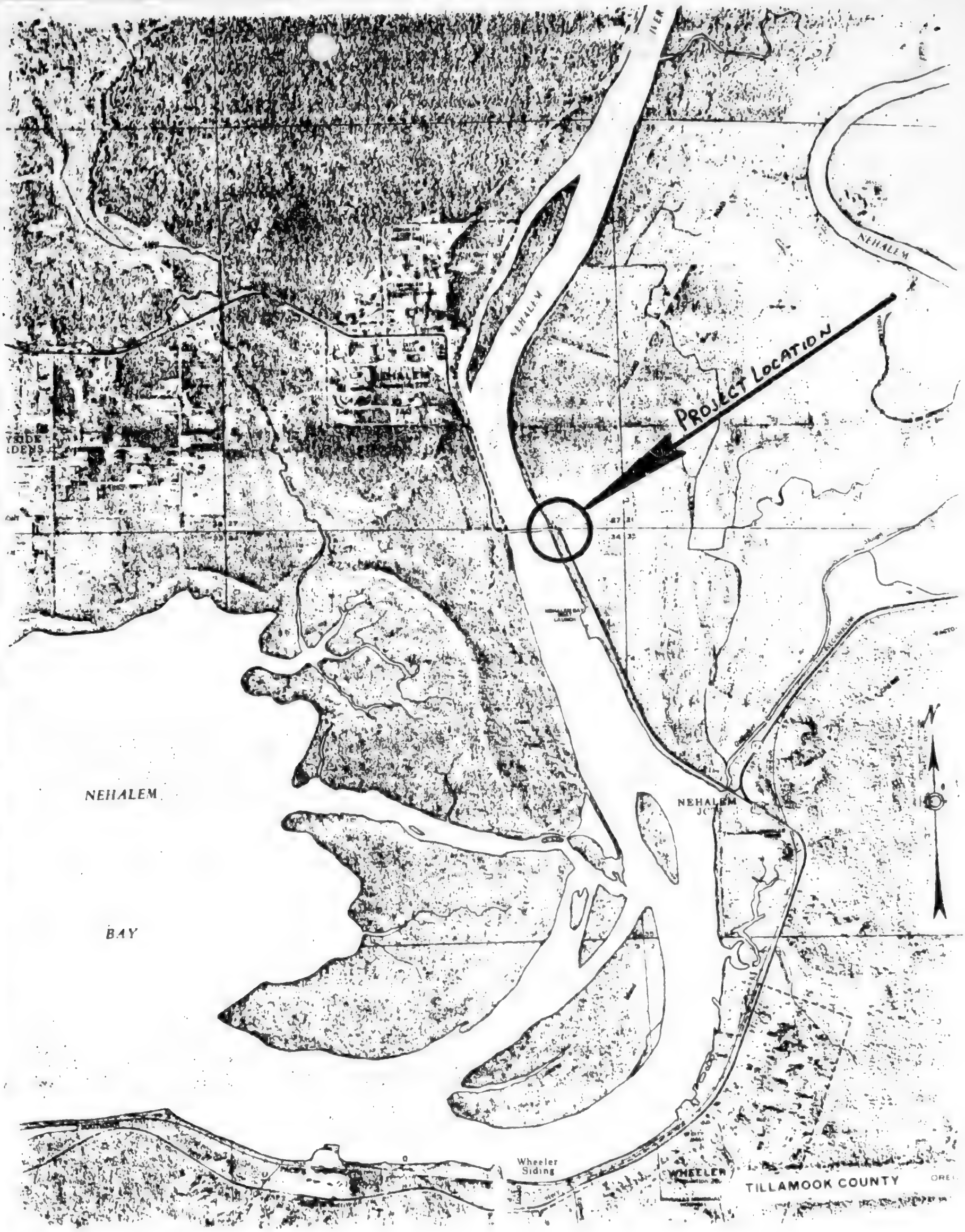
7 - TYPICAL SECTION AND LOCATION

Attach 8½ x 11 inch sheets for general location map and typical section (roadway & structure).

8 - PROJECT COST ESTIMATES

	REGION	SALEM
PRELIMINARY ENGINEERING		850
RIGHT OF WAY		
TRAFFIC CONTROL		1 500
ILLUMINATION		
STRUCTURES		
RAILROAD		
ROADWAY		
OTHER Signs, G.R., Illum. & Lights		60.000
ENGINEERING & CONTINGENCIES		
PROJECT TOTAL		62.350

SUBMITTED BY _____


NEHALEM
NEHALEM
PROJECT LOCATION
NEHALEM
NEHALEM
JCT.
BAY
Wheeler
Siding
WHEELER
TILLAMOOK COUNTY

9114

VICTOR ATIYEH
GOVERNOR

Department of Transportation

HIGHWAY DIVISION

TRANSPORTATION BUILDING, SALEM, OREGON 97310

DES 23
574F

In Reply Refer to
File No.:

TO: Mr. Dale Wilken
Division Administrator
Federal Highway Administration

July 6, 1981

FROM: Walter J. Hart
Bridge Engineer

SUBJECT: Nehalem River Bridge 574F
Nehalem River Bridge Section
Oregon Coast Highway
Tillamook County

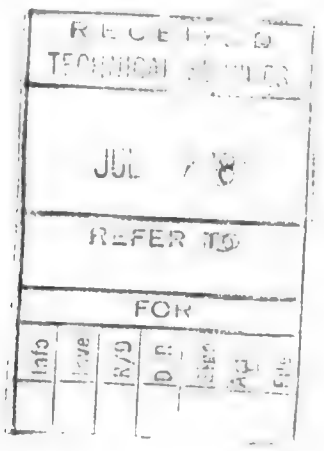
Attached are five reduced prints of Drawing 36034 which is the preliminary plan and elevation for this structure. This drawing has been revised to show the bottoms of Bents 2 and 7 two feet above mean sea level. The principal reason for this change is the awkward position of the rock at Bent 2, as shown by the foundation report. The footing had to be either founded on the rock or raised high enough to give piles reasonable penetration in the soil. The latter appeared to be the more economical course. Although the rock condition does not obtain at Pier 7 it appeared that money could be saved there by raising the footing and avoiding the necessity for a seal.

Also attached are five copies of the Foundation Report.

Our present estimate of cost for this project is $6,300,000. (including 30% for engineering and contingencies).

Encl.

cc E. S. Hunter
D. H. Moehring
D. O. Christensen /w/ encl.
C. O. Fredrickson /w/ encl.
Gary Potter /w/ encl.



1982 Nehalem River Br. Sec. of 9469
the Oregon Coast Hwy. at Nehalem.
(Gr., Pav., Struc., Sign.) #1

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

June 29, 1981

In Reply Refer to
File No.

Mr. Gerald A Newgard, Chief
Regulatory Functions Branch
Portland District, Corps of Engineers
P.O. Box 2946
Portland, OR 97208

Dear Mr. Newgard:

Enclosed is an application for a Department of the Army permit for the removal of the existing Oregon Coast Highway bridge over the Nehalem River and construction of a new bridge. The new bridge is to be constructed approximately 0.1 mile downstream from the existing bridge. Drawings showing plan and elevations of the proposed construction are enclosed.

There is a possibility that the contractor that is awarded this project could use dredged material out of Nehalem Bay for embankment material to construct the approaches to the proposed bridge. Port officials have been considering a project to deepen the channel. If this should develop, the contractor would have to deal directly with the port officials and determine who would apply for a Department of the Army permit. Our contract will not list dredging as a prospective source for the embankment material. A quarry will be listed; however, a contractor may find his own source.

If you need further information, please contact Donald E. Keyes, Location Unit, 200 Transportation Building, Salem, OR 97310, telephone 378-6265.

Sincerely,

Frank E. Terpin

Frank E. Terpin
Location Engineer

FET:DEK:ge
Enclosures

cc E. S. Hunter w/attachment
W. J. Hart "
D. L. Trout "
D. E. Keyes "

RECEIVED
TECHNICAL SERVICES
JUN 29 '81
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

cc Fredrickson
Cottle
6-30-81

Form 734-3122

APPLICATION FOR A DEPARTMENT OF THE ARMY PERMIT

For use of this form, see EP 1145–2–1

The Department of the Army permit program is authorized by Section 10 of the River and Harbor Act of 1899, Section 404 of P. L. 92–500 and Section 103 of P. L. 92–532. These laws require permits authorizing structures and work in or affecting navigable waters of the United States, the discharge of dredged or fill material into waters of the United States, and the transportation of dredged material for the purpose of dumping it into ocean waters. Information provided in ENG Form 4345 will be used in evaluating the application for a permit. Information in the application is made a matter of public record through issuance of a public notice. Disclosure of the information requested is voluntary; however, the data requested are necessary in order to communicate with the applicant and to evaluate the permit application. If necessary information is not provided, the permit application cannot be processed nor can a permit be issued.

One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and checklist) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned.

1. Application number (To be assigned by Corps)	2. Date 29 June 1981 Day Mo. Yr.	3. For Corps use only.

4. Name and address of applicant.

Frank E. Terpin, Location Engineer
Oregon State Highway Division
200 Transportation Bldg.
Salem, OR 97310

Telephone no. during business hours

A/C (503) 378-6883
A/C ( )

5. Name, address and title of authorized agent.

Donald E. Keyes, Federal Projects Liaison Engr.
Oregon State Highway Division
200 Transportation Bldg.
Salem, OR 97310

Telephone no. during business hours

A/C (503) 378-6265
A/C ( )

6. Describe in detail the proposed activity, its purpose and intended use (private, public, commercial or other) including description of the type of structures, if any to be erected on fills, or pile or float–supported platforms, the type, composition and quantity of materials to be discharged or dumped and means of conveyance, and the source of discharge or fill material. If additional space is needed, use Block 14. Replacement of the Nehalem River bridge on the Oregon Coast Highway 101. The new structure is to be built approximately 0.1 mile downstream from the existing bridge. The new bridge will be a highrise, fixed-span structure built on piling with concrete footings. There will be 4,500 cu. yds. of excavation, 1,600 cu. yds. of riprap pier protection and 3,000 cu. yds. of concrete involved in the work in the stream. Equipment to be used will be dragline, pile driver, bulldozers, dump trucks and other miscellaneous equipment.

7. Names, addresses and telephone numbers of adjoining property owners, lessees, etc., whose property also adjoins the waterway.

Partners Financial Corp.
808 106th N.E.
Suite 200
Bellevue, WA 98004
Ph. 206-453-1151

Eunice E. Tubbesing
13405 Hwy. 101
Nehalem, OR 97131
Ph. 503-368-5486

D.W. & D.A. Neahring
33555 Hwy. 53
Nehalem, OR 97131
Ph. 503-368-6286

8. Location where proposed activity exists or will occur.

Address:
Oregon Coast Highway 101
Street, road or other descriptive location

Near the City of Nehalem
In or near city or town

Tillamook OR
County State Zip Code

Tax Assessors Description: (If known)

Map No.	Subdiv. No.	Lot No.
-	-	-
Sec. 34	Twp. 2N	Rge. 10W

9. Name of waterway at location of the activity.

Nehalem River

10. Date activity is proposed to commence. Fall 1981 dependent an availibility of funds

Date activity is expected to be completed Fall 1982

11. Is any portion of the activity for which authorization is sought now complete? ☐ YES ☒ NO
If answer is "Yes" give reasons in the remark section. Month and year the activity was completed _____. Indicate the existing work on the drawings.

12. List all approvals or certifications required by other federal, interstate, state or local agencies for any structures, construction, discharges, deposits or other activities described in this application.

Issuing Agency	Type Approval	Identification No.	Date of Application	Date of Approval
U.S. Coast Guard	Permit	-	June 9, 1981	-
Oregon Division of State Lands	Permit	-	-	-

13. Has any agency denied approval for the activity described herein or for any activity directly related to the activity described herein?

☐ Yes ☒ No (If "Yes" explain in remarks)

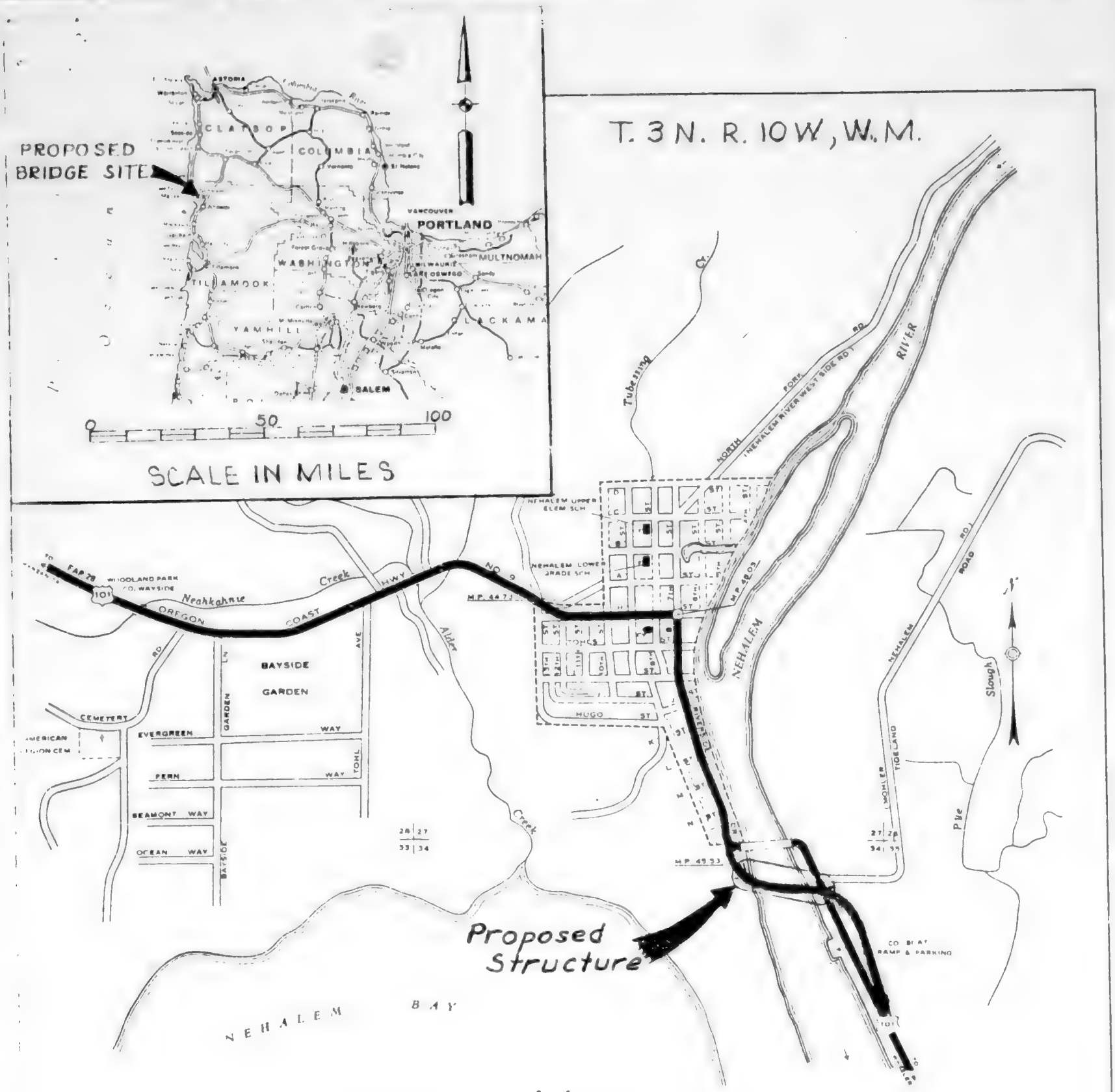
14. Remarks or additional information.

15. Application is hereby made for a permit or permits to authorize the activities described herein. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities.

Signature of Applicant or Authorized Agent

The application must be signed by the applicant; however, it may be signed by a duly authorized agent (named in Item 5) if this form is accompanied by a statement by the applicant designating the agent and agreeing to furnish upon request, supplemental information in support of the application.

18 U. S. C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of The United States knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false fictitious or fraudulent statement or entry, shall be fined not more than $10,000 or imprisioned not more than five years, or both. Do not send a permit processing fee with this application. The appropriate fee will be assessed when a permit is issued.



LOCATION MAP
PROPOSED BRIDGE
OVER
NEHALEM RIVER
NEAR
NEHALEM, OREGON
TILLAMOOK COUNTY
APPLICATION BY OREGON TRANSPORTATION COMMISSION
June, 1981.

SHEET 1 OF 3

NEHALEM

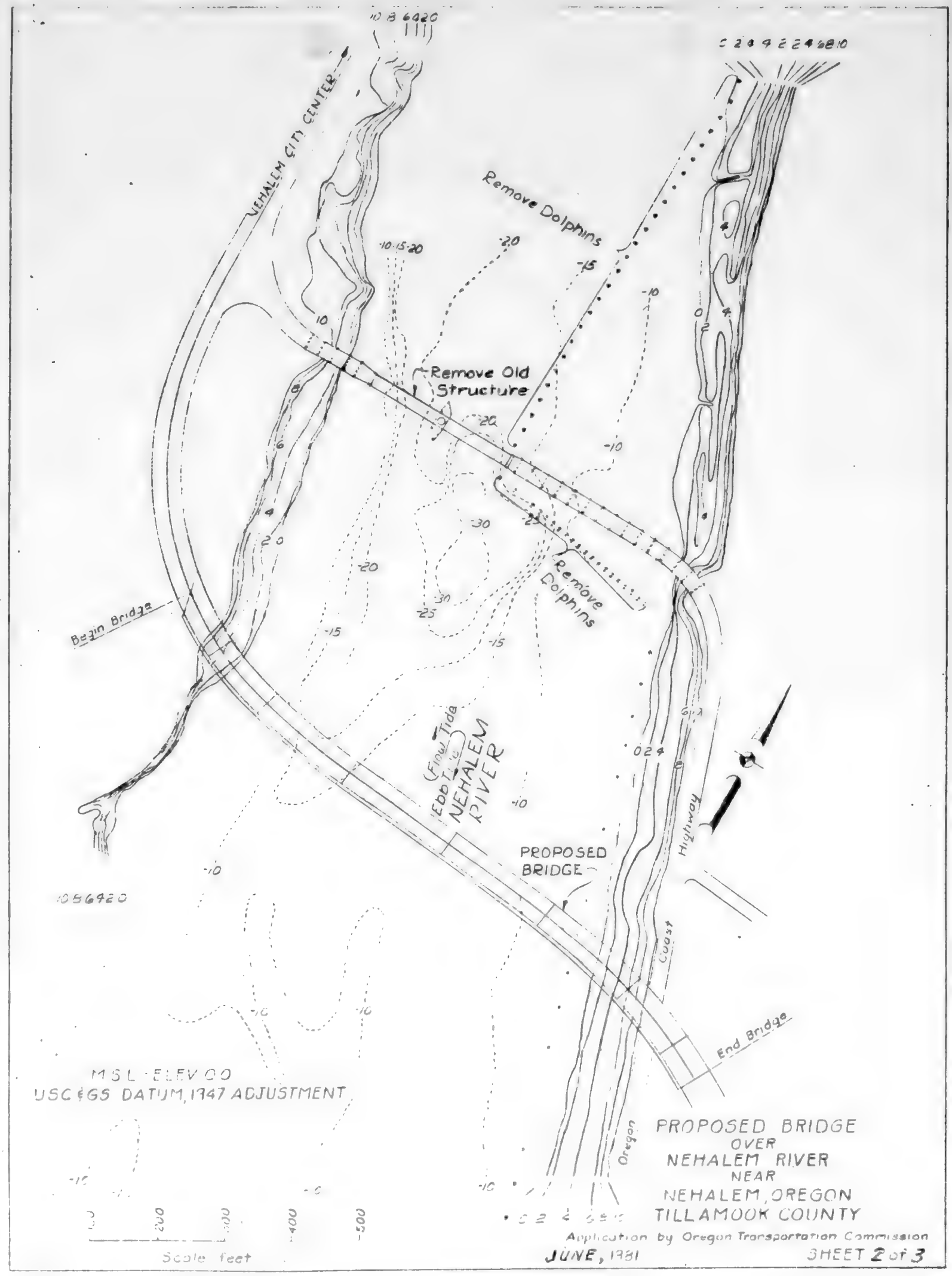
TILLAMOOK COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DIVISION
IN COOPERATION WITH
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

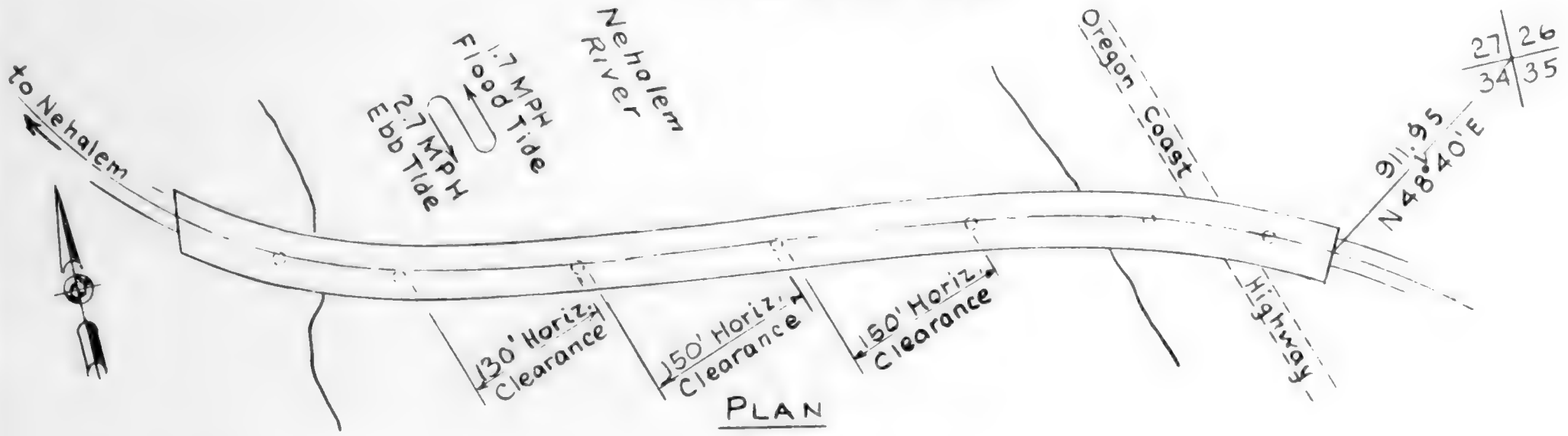
Population 770

Scale in 100 Feet

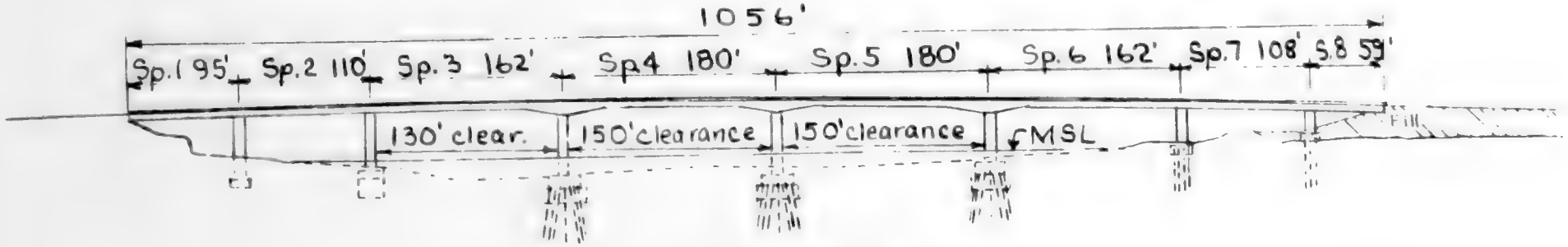
Revised February 1974


NEHALEM CITY CENTER
Remove Dolphins
Remove Old Structure
Remove Dolphins
Begin Bridge
(Flow Tide)
NEHALEM RIVER
PROPOSED BRIDGE
Highway
Coast
End Bridge
Oregon
MSL-ELEV 00
USC&GS DATUM, 1947 ADJUSTMENT
Scale feet
PROPOSED BRIDGE
OVER
NEHALEM RIVER
NEAR
NEHALEM, OREGON
TILLAMOOK COUNTY
Application by Oregon Transportation Commission
JUNE, 1981
SHEET 2 of 3

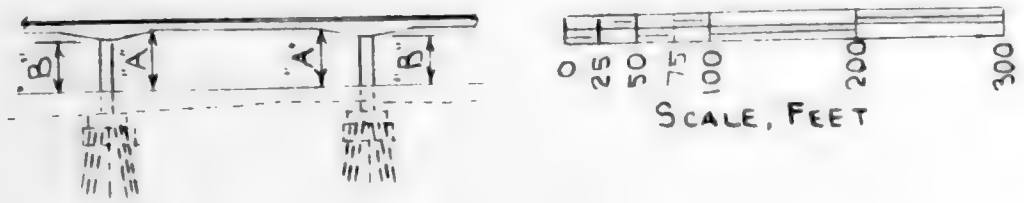
T 3 N R 10 W W.M.



PLAN



ELEVATION



MHHW	EL. 6.1
MHW	EL. 5.4
MSL	EL. 0.0
MLLW	EL. -2.5

The design provides vertical clearance, "A", throughout the mid 116 feet of the span. This clearance exists to within 36 feet of the piers. The least vertical clearance, "B", occurs near the piers.
Clearances are above mean sea level.

Span	3	4	5
"A"	35	37	34
"B"	34	34	31

PROPOSED BRIDGE OVER THE
NEHALEM RIVER
NEAR
NEHALEM OREGON TILLAMOOK COUNTY
APPLICATION BY THE
OREGON TRANSPORTATION COMMISSION
JUNE, 1981

9:169

GENERAL FILES

VICTOR ATIYEH
GOVERNOR

OFFICE OF THE GOVERNOR
STATE CAPITOL
SALEM, OREGON 97310

June 16, 1981

Irvin Schneider
Nehalem Bay Medical Center
PO Box 268
Wheeler, OR 97147

The Highway Division informs me three alternates were considered before it was decided to go ahead with the bridge replacement at Mohler.

The designs considered were the use of a large culvert and fill, a shorter bridge and fill, and the bridge replacement itself, which was the one adopted. The rejected alternatives required the use of a detour for an extra six months and involved the problem of underlying soils with virtually no stability.

While the cost of the bridge replacement was $575,000, the other two options, while having a lower initial cost, could have resulted in higher final costs for the improvement.

Concerning the redecking of the Nehalem River Bridge, the Highway Division plans to replace this structure, perhaps early next year. In the interim, they are trying to maintain a safe structure without an undue expenditure of funds. The boards replaced are different ones each time.

I appreciate your concern about efficiency and fiscal responsibility. All of us in state government are doing the best we can to stretch our limited funds these days, while still maintaining proper standards for public service and safety.

Sincerely,

Victor Atiyeh
Governor

VA:vl

cc: Scott Coulter

RECEIVED
STATE HWY ENGR
JUN 25'81
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

NEHALEM BAY MEDICAL CENTER

PHYSICIANS AND SURGEONS

HERBERT D. LEWIS, M.D.
CHRISTOPHER N. H. LIM, M.D.
ROBERT H. STEWART, D.O.
JOHN E. OLNEY, M.D.

P. O. BOX 268
WHEELER, OREGON 97147
(503) 368-5111

JAMES D. HAUSCHILDT, M.D.
DOROTHY W. WHITE, M.D.
IRVIN J. SCHNEIDER, M.D.

02605

Hwy

May 28, 1981

JUN -2 1981

DOT
JUN 3 '81
Bell

6-11

Governor Victor Atiyeh
Governor's Office
State Capitol Building
Salem, Oregon 97310

Dear Sir:

It is very disturbing to any person with concern for the future, to read the daily accounts in the news media about the never ending scramble for more revenue with no thought given to more efficient performance by the users of these funds.

The time of days work for a days pay has disappeared. The trend now is for more and more pay for less and less work.

There is also a marked disregard for good judgement in things being done. Here again my most visible target is the road department. There was a bridge replacement North of Wheeler, the cost was 600,000+. The need for the bridge is that the river sometimes breaks through and floods the area once every three to four years. It is generally agreed by very informed people including the contractor that put in the bridge that the problem could have been handled by a fill plus culverts at the cost of about 90,000 making a savings of over 500,000. I challenge the highway department to rationalize out of this.

In closing we should be thinking in terms of getting the most out of the dollars available rather than searching for more dollars to be wasted because of excessive spending.

In closing just a comment on the school problems. One of which is the tremendous number of dollars wasted on athletics. Here we find the grade schools acting as farm clubs for the high schools. The high schools are farm clubs for the colleges. The colleges are farm clubs for the pros. So the only excuse for this expenditure is to provide a never ending source of material for the pros at tax payers expense.

On the way home, I see the department is again working on the bridge looking over the Nehalem. This is an annual event, tearing out patches here and there spiking small pieces of 2 X 2 Port Orford cedar in place with what appears to be 20 or 30 penny spikes. Then the heavy logging trucks race over and start splitting these pieces. After all these years of annual repair, I would think that someone would wake up to the fact that this approach on the problem needs a second look. This inadequate repair will consume days upon days of work by a crew twice as large as necessary for the work done.

Cordially,

Irvin J. Schneider, M.D.

NOTED
F. B. KLABOE

IJS/jlk

29-12

ROBERT W. STRAUB
GOVERNOR

Oregon State Highway Division

TRANSPORTATION BUILDING, SALEM, OREGON 97310

REGION 2 ENGINEER
RECEIVED
MAY 31 1978
RE | RCE | RTE | ROE
ULE | GEO | RSO | ENV | RFE

May 30, 1978

Irvin J. Schneider, M.D.
Rinehart Clinic
Wheeler, OR 97147

Dear Dr. Schneider:

Thank you for sending me a copy of your letter to Glenn Jackson concerning the Highway Division's work at the Nehalem River Bridge on the Oregon Coast Highway.

Decay in some bridge planks and in some of the decking required removal of the wearing surface and replacement of the decayed wood. In looking at alternate ways of handling traffic, it was determined that the most expeditious and economical manner while making the repairs was to close the bridge to all traffic and complete the job in one working day rather than do it piecemeal and spread it over several days. This analysis also compared the costs of using signs versus flagmen to direct traffic.

There are certain state and national standards involving safety and signing which we must abide by while our repair work is under way. In this case it was more economical to station flagmen than to install the required sequence of signs at all necessary locations.

If we can be of any further assistance, please let me know.

Sincerely,

H. S. Coulter
State Highway Engineer

HSC:ia

cc Glenn L. Jackson

bc R. A. Burco
F. B. Klaboe
R. L. Schroeder
C. O. Fredrickson

DOROTHY WHITE RINEHART, M.D.
IRVIN J. SCHNEIDER, M.D.
HARRY G. BECKWITH, M.D.
JAMES D. HAUSCHILDT, PH.D., M.D.
GEORGE L. MARSHALL, M.D.
HERBERT D. LEWIS, M.D.

D. M. CARY, MANAGER

RINEHART CLINIC
PHYSICIANS & SURGEONS
SPECIALIZING IN RHEUMATIC DISEASES
503-368-5111
WHEELER, OREGON
97147

15 May 1978

Mr. Glenn L. Jackson
Oregon Transportation Commission
C/o Pacific Power & Light Company
Medford, Oregon 97501

Dear Mr. Jackson:

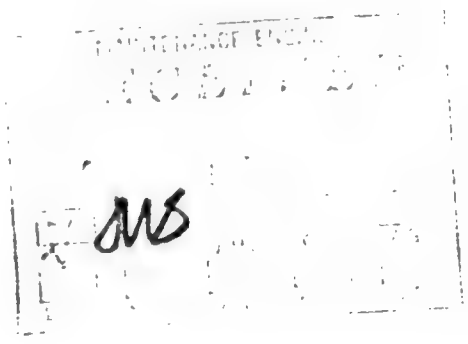
Enclosed is a map indicating the detour around the bridge over the Nehalem River which is receiving patches of Port Orford cedar and what appears to be some 3 x 10 decking, all with a life expetancy of over 50 years. This tearing up of well preserved lumber is an annual process and you have heard from me in the past on this problem. My big complaint this time is explained by the enclosed map. I cannot understand why it is necessary to include a truck and driver at each barricade when the barricades are very plain, visible, and easily understood. There is a total of four drivers and four vehicles tied up each working day with a total waste of money. Incidentally, through some error they did not barricade the road to Mohler, nor is there a truck driver on duty at this place. The only sign is a poorly visible one tacked to the road at one end. I am sure this letter will cause you to place an additional driver and truck at the Mohler intersection.

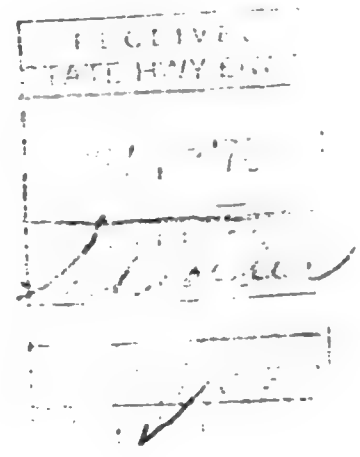
Yours very truly,

I. J. Schneider, M. D.

5/17/78
cc: C. O. Fredrickson, w/cc att.
Please R/O reply.
Due 5/23/78. JWS

cc: Oregon State Highway Commission
Salem, Oregon





June 9, 1981

Commander
13th Coast Guard District
Aids to Navigation Branch
915 Second Avenue
Seattle, Washington 98174

DES 23
574A

Dear Sir:

Nehalem River Bridge Replacement
Bridge 574A, River Mile 1.0

The Highway Division of the Oregon Department of Transportation hereby applies for a permit to replace the existing structure carrying the Oregon Coast Highway over the Nehalem River. The new structure will be approximately 0.1 mile downstream from the existing structure near the town of Nehalem, and will be 1.0 mile from the mouth of the river as shown on the enclosed plans.

The new bridge will be a high-rise, fixed-span structure costing $4,700,000, with the total project estimated to cost $7,687,000 including approaches and roadwork. Since the grade line for the new bridge is controlled by the ground elevation of the westerly approach and the roadway clearance requirements on the eastern end, there will be no increase in construction cost due to navigation requirements.

Legal authority for the fixed-span bridge is found in the General Bridge Act of 1946. The laws of the State of Oregon do not require us to obtain a state permit for this work.

Federal Highway Administration funds will be used in construction of this structure. Application for funding has been made.

The impact of the project on the human environment, fish and wildlife and 4f lands are discussed in the Final Negative Declaration. We do not believe that any aspect of this project is significantly adverse.

There will be 4,500 c.y. of excavation, 1,600 c.y. of riprap pier protection and 3,000 c.y. of concrete involved in the work in the streambed or below. This structure was built by the Oregon State

Highway Commission in 1921 and has been under State ownership to the present.

One set of reproducible drawings, three sets of prints, and two copies of the Final Negative Declaration, approved by the Federal Highway Administration, are enclosed.

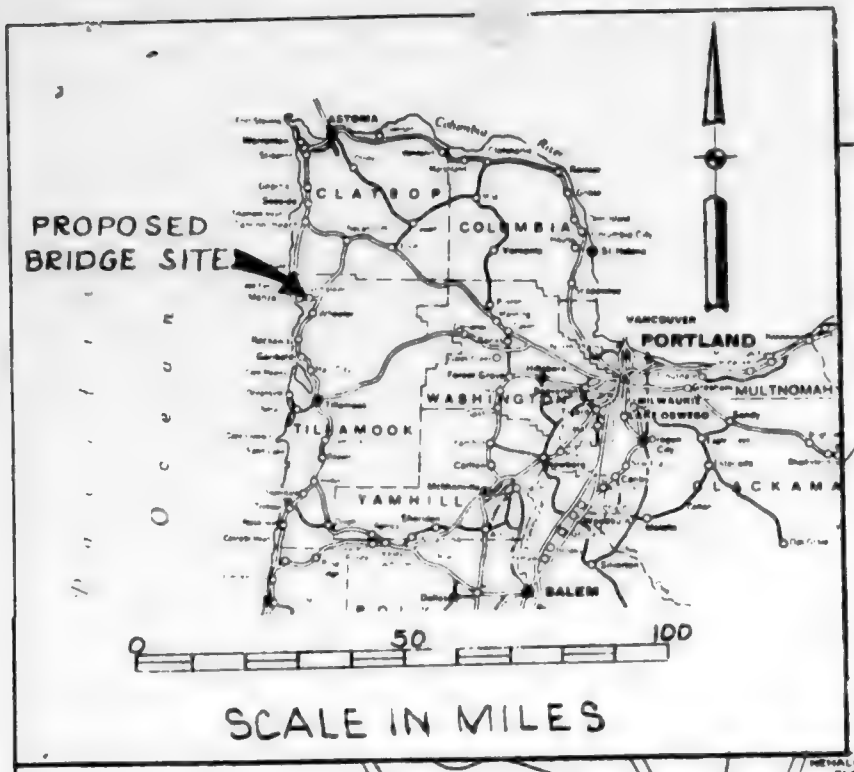
Very truly yours,

E. S. Hunter
Assistant State Highway Engineer
Technical Services Branch

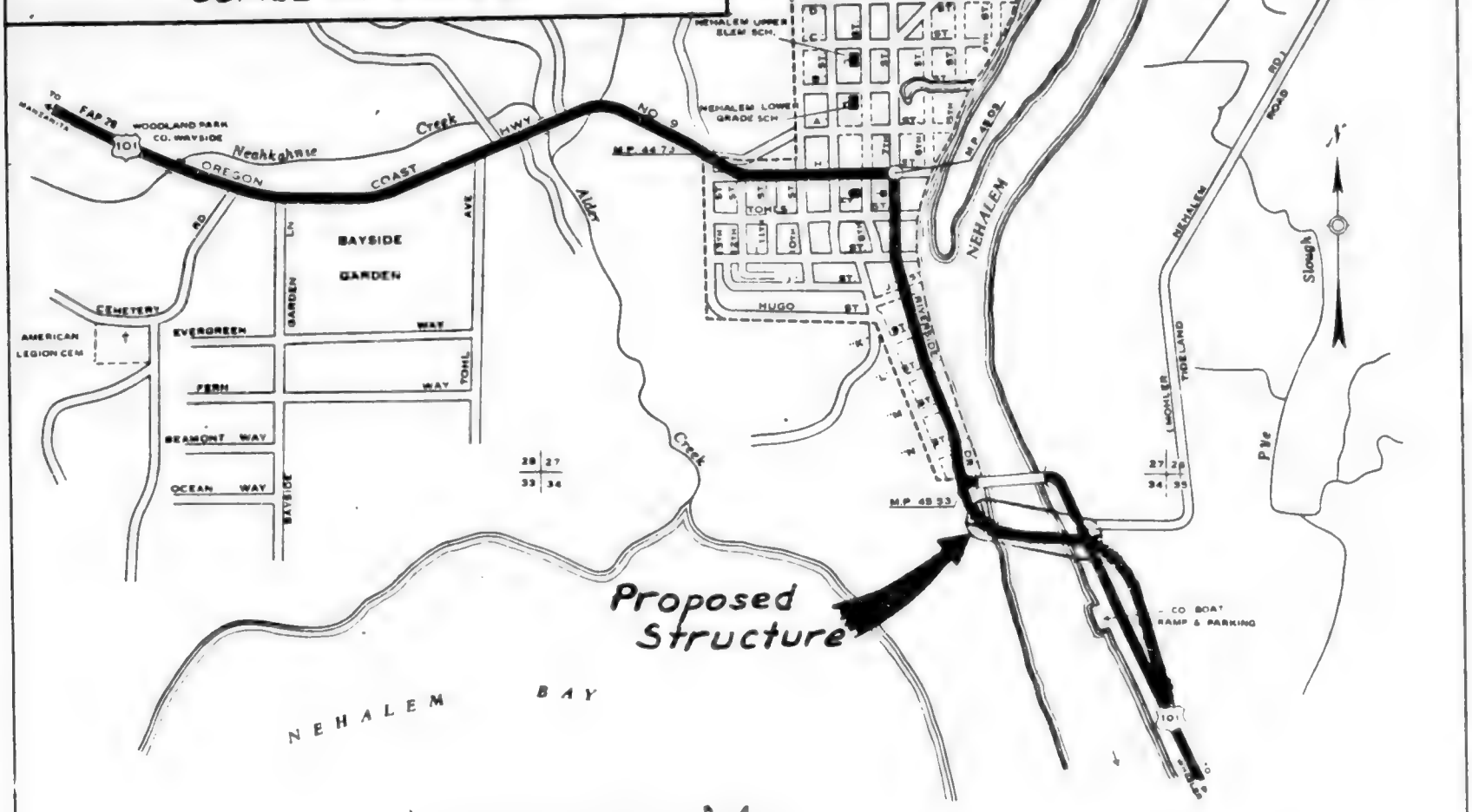
Enc.

bc H. S. Coulter
Walt Hart
J. H. Versteeg
Gary Potter
C. O. Fredrickson
F. E. Terpin

JEC:jrb ja



T. 3 N. R. 10 W. W.M.



LOCATION MAP
PROPOSED BRIDGE
OVER
NEHALEM RIVER
NEAR
NEHALEM, OREGON
TILLAMOOK COUNTY
APPLICATION BY OREGON TRANSPORTATION COMMISSION

June, 1971. SHEET 1 of 4

NEHALEM

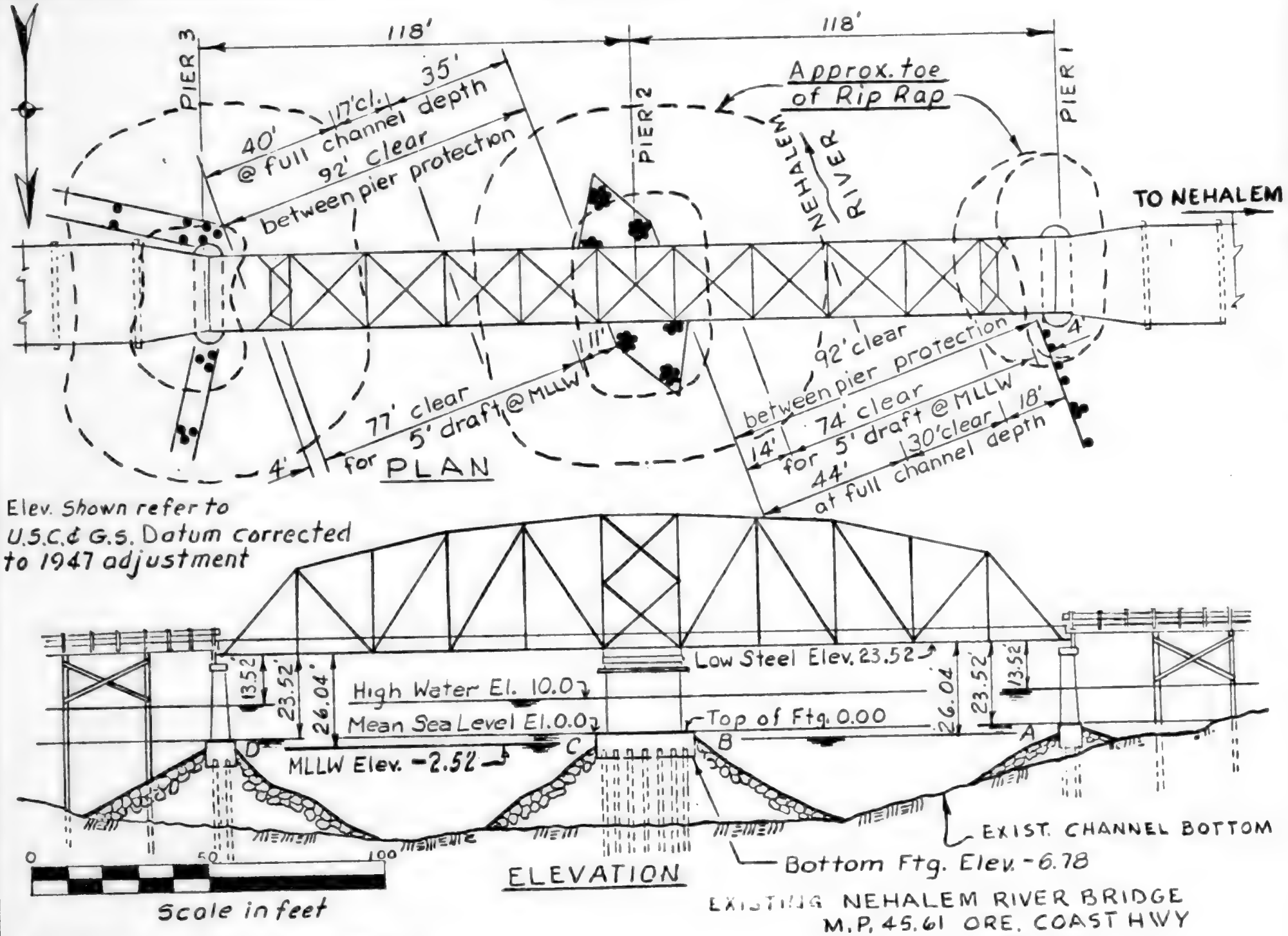
TILLAMOOK COUNTY, OREGON

PREPARED BY THE OREGON STATE HIGHWAY DIVISION
IN COOPERATION WITH THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION

Population 750

Scale 1" = 100 Feet

Revised February 1974

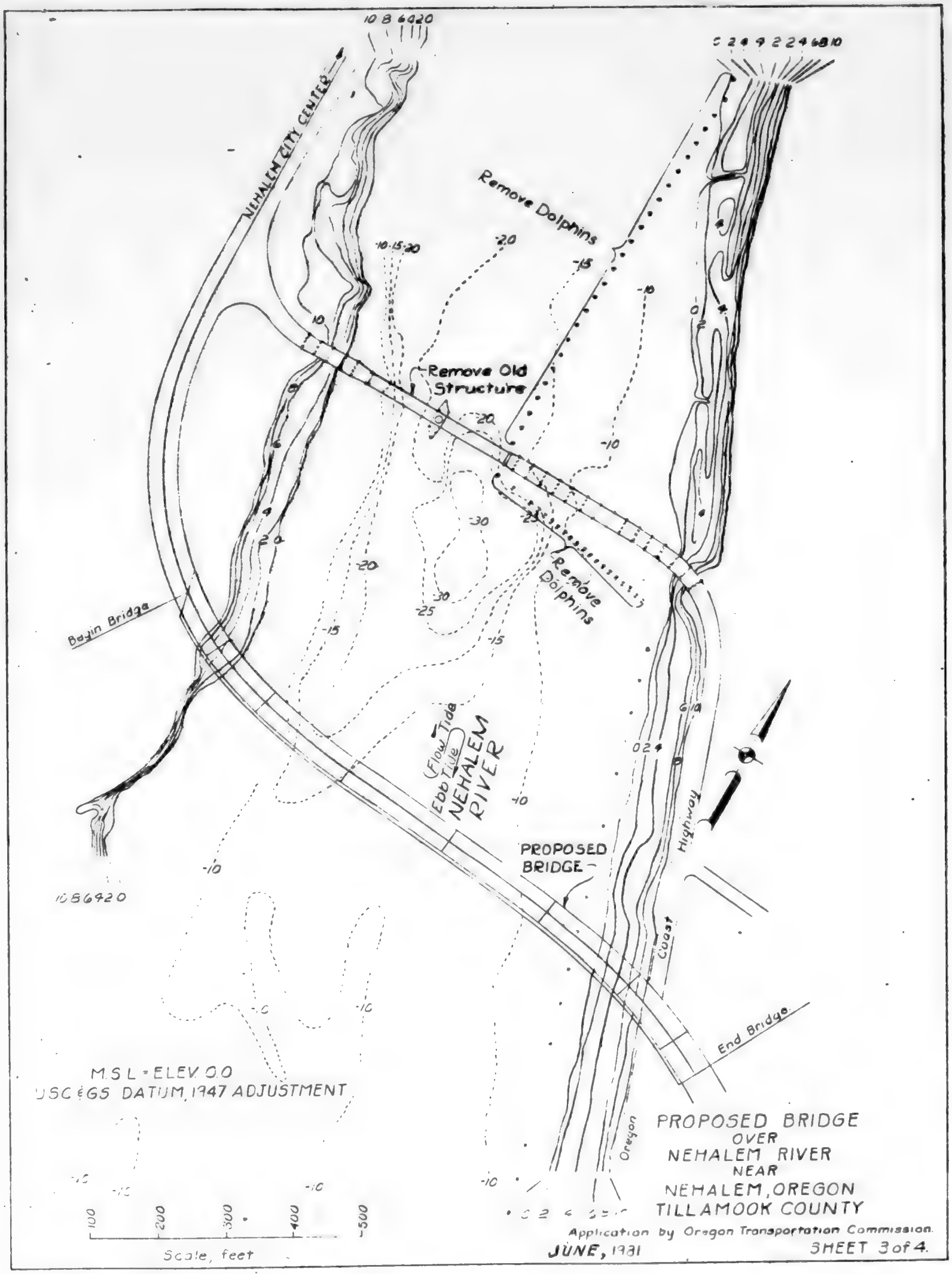


Rip Rap placed as shown

Approx. Elev. Top of Rip Rap	A	B	C	D
	-3.5	-2.0	-4.0	-3.0

EXISTING NEHALEM RIVER BRIDGE
M.P. 45.61 ORE. COAST HWY
AT
NEHALEM OREGON
TILLAMOOK COUNTY
APPLICATION BY
OREGON TRANSPORTATION COMMISSION
JUNE, 1981

SHEET 2 OF 1



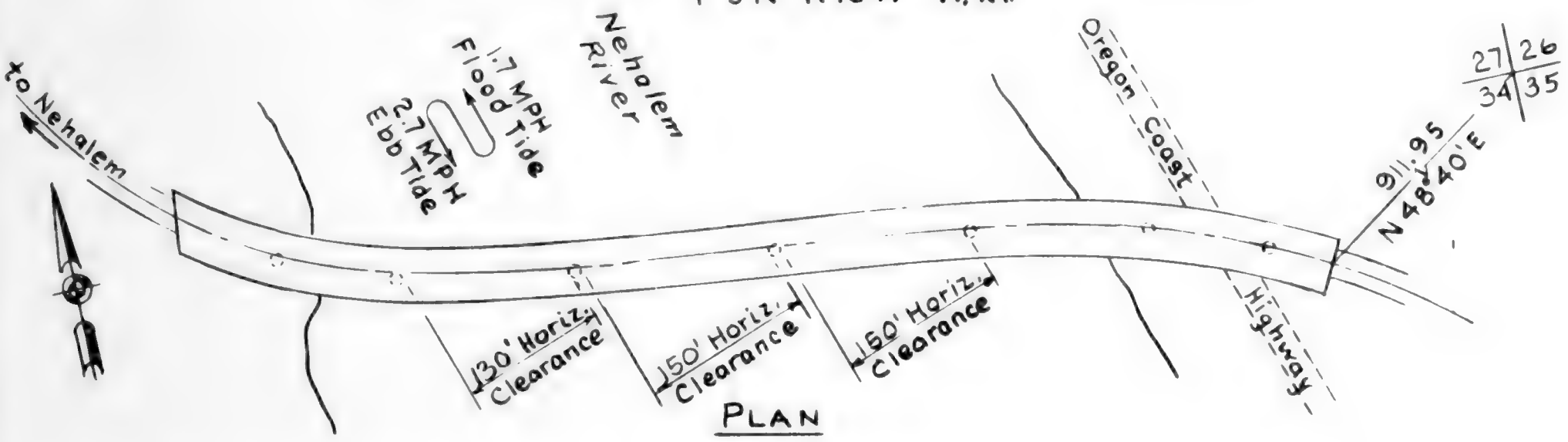
PROPOSED BRIDGE OVER NEHALEM RIVER NEAR NEHALEM, OREGON TILLAMOOK COUNTY

Application by Oregon Transportation Commission.

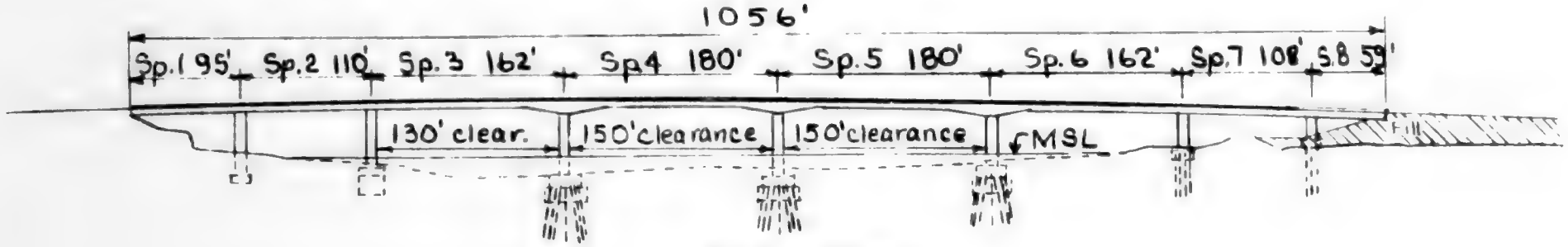
JUNE, 1981

SHEET 3 of 4.

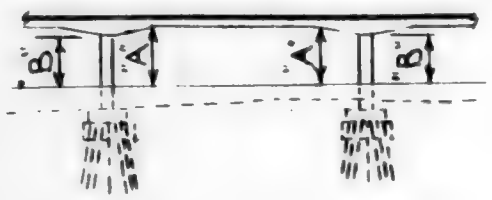
T 3N R 10W W.M.



PLAN



ELEVATION



MHHW	EL. 6.1
MHW	EL. 5.4
MSL	EL. 0.0
MLLW	EL. -2.5

The design provides vertical clearance, "A", throughout the mid 116 feet of the span. This clearance exists to within 36 feet of the piers. The least vertical clearance, "B", occurs near the piers.

Clearances are above mean sea level.

Span	3	4	5
"A"	35	37	34
"B"	34	34	31

PROPOSED BRIDGE OVER THE

NEHALEM RIVER

NEAR

NEHALEM OREGON TILLAMOOK COUNTY

APPLICATION BY THE

OREGON TRANSPORTATION COMMISSION

JUNE, 1981

SHEET 4 OF 4

Final Negative Declaration
Nehalem River Bridge
Oregon Coast Highway #9 (US101)
Tillamook County, Oregon

DESCRIPTION OF THE PROPOSED ACTION

The proposed action provides for the replacement of an existing, hazardous highway bridge over the Nehalem River at river mile 1.1 upstream from the confluence with Nehalem Bay. Construction would occur between mile posts 45.4 and 45.8 on the Oregon Coast Highway; project length would be about .4 mile.

A two-lane bridge (12-foot lanes with 8-foot shoulders) with a walkway is proposed. The bridge would be a fixed-span providing at least the same horizontal and vertical clearances for river traffic as the existing bridge. Existing vertical clearance for vessels is about 15 feet at high tide (extreme high water) and about 28 feet at low tide. Vertical clearance of the new bridge will probably exceed that of the existing bridge (in its closed position) although the final design and bridge height have not yet been determined. Three alternative new alignments were considered, each of which would require right-of-way acquisition. The existing bridge would continue to carry traffic through the construction period and would be removed after completion of the new bridge. The replacement of the bridge requires some realignment and widening of the north and south approaches to the bridge. The approaches would also have 12-foot lanes and 8-foot shoulders.

All three alternatives require extensive fill (up to 175,000 cu. yds.) for the eastbank approach to the bridge to raise the grade for a wider approach.

Any expansion or relocation of the existing approaches would take place on the side away from the river and its tidal fringes, except at the crossing site. The bridge abutments and pilings may encroach on the river's tidal fringe, but the bridge will be designed and constructed to minimize the disruption of the tidal

fringe. The riverbank under the bridge would be riprapped and revegetated to protect the bridge and channel from erosion during high water flows.

Construction of this proposed action would require permit-granting actions by various concerned agencies including:

U.S. Coast Guard for bridge permit
U.S. Army Corps of Engineer's for Sec. 404/10 permit
Oregon Division of State Lands permit
Oregon Dept. of Geology and Mineral Industries permit
Tillamook County Zoning Variance
Port of Nehalem

NEED FOR THE PROJECT

The existing bridge is a swing span structure built on a concrete pier and timber pilings in 1923. The swing span has not been opened for over 15 years and, in accordance with a 1972 Coast Guard permit, need not be opened. The permit does specify that the swing span be put back into operation within 6 months, if the Coast Guard so directs.

Two navigable channels beneath the swing span each provide about 77 ft. of horizontal clearance for vessels. The original channels have been constricted from 92 ft. to 77 ft. by placement of extensive riprap around the piers/pilings for erosion protection.

Highway 101 carries almost all of the north-south coastal traffic. In the study area, it has two 10-11 ft. paved lanes with variable-width gravel shoulders. The north and south approaches to the existing bridge are narrow, banked, and sharply angled (80^{o}). The bridge has a horizontal clearance for vehicles of 19' 2" and a vertical clearance of 14' 8".

The west-bank highway going into Nehalem gives access to several closely-spaced homes and businesses. This condition, the narrow roadway, abrupt bridge approach curves, and limited sight-distance produce a very undesirable traffic situation.

PROJECT HISTORY

Field survey work on the replacement bridge proposal began in 1974. A new alignment was studied just downstream from the existing bridge because such a location seemed to be least disruptive. Two other alignments were also studied--one just upstream from the existing bridge and another about 2600 feet upstream at the "H" Street intersection in Nehalem. The downstream alternative (Alt. 1, the chosen alternative) would lend itself to a possible, future bypass south of Nehalem--a historical transportation topic of discussion. There are no plans to construct a bypass south of Nehalem in the foreseeable future. However, construction of a new bridge is needed now for traffic safety reasons. In order to preserve the bypass option for future consideration, Alternative 1 would incorporate a bridge location and design to allow the bypass to be built in the future without necessitating building a new bridge.

ALTERNATIVES CONSIDERED

Alternative 1 (The chosen Alt.): This alternative would locate the bridge about 400 ft. downstream from the existing bridge. Connections to the existing US 101 are shown on Map 2. The east bank approach would be realigned to the east in order to avoid the protected tidal shorelands of the river and the county boat ramp/lot. The west bank curve avoids extensive cutting into the adjacent west hills. The resulting, near-perpendicular river crossing is shorter, therefore less costly, and more acceptable to navigation interests. Bridge length would be about 1030 feet. Both the east and west approaches would be elevated above the present US 101 grades since the new bridge would be higher to provide more clearance above the river. The east bank approach would require about 100,000 cu. yds. of fill material. The west bank approach cut section would produce about 50,000 cu. yds. of excess material. Tideland Road would be reconnected to the new alignment.

Alternative 2: This alternative would locate the bridge about 200 feet upstream from the existing bridge. The bridge would be about 900 feet long. The west approach would curve into the steep hillside causing a substantial cut. In order to reestablish access to Riverside Drive on the west bank, a new frontage road would also have to be located in the cut section further increasing the size of

the cut. This cut would generate about 250,000 cu. yds. of excess material; the east bank approach would require about 100,000 cu. yds. of fill. Both of the new approaches would be elevated above the present 101 grades.

Alternative 3: This alternative would locate the new bridge about 2600 feet upstream from the existing bridge. The new alignment on the east bank approach would curve accross the southwest corner of the new sewage lagoon complex. As in Alternatives 1 and 2, both the east and west approaches would be elevated above present 101 grades. The east bank approach would require about 100,000 cu. yds. of fill; the west bank approach would also require fill to raise the "H" Street ramp up to grade for the bridge abutment. A pier for the bridge would set down on Small Island. A bridge at this location would be about 1450 feet long which contributes to a very high project cost for Alternative 3. Relocation of the sewage lagoon complex is also very costly.

The study of the "H" Street Alternative (Alternative 3) has shown it could cause significant environmental impacts at a very high project cost as summarized in Table I (P. 11a). Since the citizens of Nehalem and surrounding communities, and all of their governing bodies recommend against this alternative, the Oregon State Highway Division no longer considers it a reasonable choice for the bridge replacement.

Alternative 4, No-Build: This alternative would continue the use and maintenance of the existing US 101 bridge. As stated earlier, the safety of vehicular and river traffic has declined with the existing bridge due to increasing traffic, substandard design, and increasing maintenance problems. The residents of Nehalem and surrounding communities and their governing agencies are overwhelmingly in favor of replacing the existing bridge. The no-build alternative presents severe traffic management and safety problems.
Rebuilding bridge on existing alignment: This also cannot be considered feasible since the existing bridge carries all north/south-bound traffic on the Coast. It cannot be closed for rebuilding without monumental disruption of traffic and extreme detours to the north and east. In addition, the existing approach alignments have severe curves which cannot be improved without incurring worse impacts than those associated with Alternatives 1, 2, or 3.

Of the three build alternatives considered, Alternative 1 was chosen for further project development for the following reasons: (1) It has the support of the community and the Citizen's Advisory Committee; (2) It generally causes the least impact to the environment; (3) It improves the river hydraulics; (4) It maximizes navigation clearance; and (5) Is compatible with a future bypass facility of Nehalem.

DISPOSITION OF FILL/EXCESS MATERIAL

The east bank approach (with all 3-build alternatives) would require special treatment to stabilize the unconsolidated foundation soils. This treatment could include such techniques as subexcavation to a stronger base, placement

area to the southwest of the existing bridge. Drainage in this area is away from the river and toward the Bay, but the gentle slope of the ground in this area could have inhibit erosion and encourage revegetation. There would have been no encroachment on the tidal wetlands on the north shore of the Bay. Any such disposal site would have required an easement by the owner; the site would have been contoured and revegetated; and, temporary and permanent erosion control measures would have been mandatory.

Disposal of the excess material in Alternative 2 was a negative factor working against its selection as the preferred alternative.

Possible rock material sources for the roadway subgrade and surfacing include:

1) several commercial sources in the Nehalem area;

2) a state-owned quarry on the north slope of Neahkahnie Mtn;

3) a county-owned quarry about 3 miles north of Nehalem on Anderson Creek.

PUBLIC INVOLVEMENT IN PROJECT DEVELOPMENT

A Citizen's Advisory Committee was appointed in March 1975, in accordance with the Oregon Action Plan for Transportation Planning, to obtain public participation in the early stages of development of the project. The committee members reflect a cross-section of persons living, working, and owning property in the study area. The Committee proved to be very active and successful in obta ining community input on the proposed action as evidenced in the personal correspondence received from local citizens. The Committee held many coordinating meetings with the Highway Division staff, local governing agencies, interest groups, and private citizens.

species spawn from late summer through early winter. The peak recreational fishing season is July through October.

In the vicinity of the project site, the east short of the River has been diked to control tidal flooding of the large floodplain/wetland of the River. Later, the south approach to the existing bridge was built atop this dike. The fertile land to the east of the dike is now used as excellent dairy pastureland. The soils are unconsolidated floodplain silts and sand with high humus content and high water table. The soils are classified as Class IV soils by the U.S. Soil Conservation Service; there are no prime or unique agricultural lands in the project area. The pastureland behind the dike was an important tidal wetland before it was diked. Extremely high river levels, such as occurred in 1972, can overflow the area despite the dike and a tide gate on Gallagher Slough which drains the diked area into the Bay.

The land form of the study area is primarily flood plain on both sides of the River. Gent le hills enclose the town of Nehalem on the west riverbank about 1.5 miles north of the Bay. Elevation increases to the northwest up to Neahkahnie Mt. (El. 1631). The terrestrial habitat is largely agricultural/pasture land or wooded uplands with mixed stands of Douglas fir, shore pine, hemlock, spruce, cedar, holly; scattered deciduous trees include alder, oaks, maples, shrubs such as trailing blackberry and himalaya berry, native grasses and ferns.

There are no endangered or threatened species or critical habitat for such species in the project area.

DESCRIPTION OF THE EXISTING ENVIRONMENT

Social/Economic Resources

The Nehalem Bay area has remained one of the least developed of the State's estuaries. The area enjoys a rural isolation that is becoming increasingly rare along the coast as larger population centers become more crowded. It is likely that the Nehalem Bay area will increasingly experience more intense development with its attendant pressures on the Bay and River resources.

SUMMARY OF ENVIRONMENTAL IMPACTS

	Alternative 1	Alternative 2	Alternative 3
Pastureland	15.4 acres	5.0 acres	17.4 acres
East Riverbank Tidal Fringe	60 feet	60 feet	60 feet
Nehalem River & Tidal Wetlands	Temp. Constr. Impacts See P. 11	Temp. Constr. Impacts See P. 11	Temp. Constr. Impacts See P. 11
West Riverbank Tidal Fringe	60 feet	60 feet	60 feet
Wooded Hillside	5 acres	7 acres	None
Homes	3	4 Permanent 6 Vacation	None
Businesses	None	1	2
Public Facilities	None	None	7.4 acres Treatment Lagoons
Historic Resources	None	None	None
Recreational Resources	Temp. Constr. Impacts See P. 17	Temp. Constr. Impacts See P. 17	Temp. Constr. Impacts See P. 17
Visual Resources	Minor Negative Impact	Moderate Negative Impact	Substantial Neg. Impact
Flood Hazard	Net Improvement	Net Improvement	Net Improvement
Geologic Hazard	E. Riverbank Soil Unconsolidated	E. Riverbank Soil Unconsol. & Potential Old Slide Movement	E. Riverbank Soil Unconsolidated
Air Quality	Net Improvement	Net Improvement	Net Improvement
Noise	No Change	No Change	Net Improvement
Project Cost (1975)	$ 3.63 mil.	$ 3.56 mil.	$ 5.24 mil.

Table 1

-Unavoidable negative impacts not common to all alternatives

Alt. 4 - No Build is existing conditions with no new impacts

The excavation of material from the river bottom prior to placement of the new bridge piers has potential for substantial impact on the important tidal fringes of the river downstream. The excavated material could probably be very fine and highly organic. These sediments could contain toxic or hazardous materials (such as organic sulfides). If present, this type of material would have to be carefully removed to control its dispersion in the river. The action would be closely coordinated with the Department of Fish and Wildlife, which recommends that in-stream work be done during the months of late June through August.

Disposal of the excavated material would have to occur in a containment area where the material could not wash away and pollute any drainage into the Bay or River. A likely disposal method could be to incorporate the material into the topsoil which would be used to contour and revegetate the approach section fill. Regardless of the disposal site, proper containment and stabilization would be assured.

The removal of the old bridge and its riprap protection would have much the same potential for disturbance of bottom sediments. To minimize this problem the wooden pilings would be cut off at the river bottom level; the swingspan pier would probably be blasted off its foundation (the Department of Fish and Wildlife indicates that if done currectly, and in late June the impacts of blasting would be minimized); and the truss structure would be removed from the riverbottom.

The substantial construction activity in the River could interfere with the spring and fall fish migrations. All of these construction disturbances will be minimized with proper timing and construction phasing in coordination with the Department of Fish and Wildlife.

Relocations of Homes and Businesses

The number of dwellings, businesses, and land that would be required for the proposed action varies with each alternative (see Summary of Impacts Table I). The residents who would be affected by the chosen alternative (Alternative 1) are an elderly widow who would experience some encroachment. Two young single men who are renters would be displaced. No business would be displaced by Alternate 1.

Alternate 2 would have displaced one single person, 3 families, and one business. Two of the families are retired couples living on the west riverbank. The third family is a couple who own the L & L Marina, the business which would also be displaced. There are also two riverbank vacation homes and four floating boat houses. The boat houses, used for storage of boats could possibly be moved to new locations.

Alternate 3 would have required acquisition of two businesses-a restaurant and an antique store. The new sewage treatment lagoon complex would also have to have been at least partially acquired and relocated if Alternate 3 were constructed. With all alternatives, each displacee (upon request) would be assisted in finding a new home and/or business location in the nearby area. A preliminary survey indicates adequate replacement housing is available in or near Nehalem. Reasonable reimbursement for acquisition and relocation would be given the displaced individuals, families, or businesses. Relocation benefits (See App. 2) were outlined at the public hearing.

No minority persons would be affected by the project.

Visual Resources

The view of the Nehalem Bay and River area, including the town, is a prime attraction to residents and visitors seeking this coastal scenery. The

Historic Resources

Coordination with the State Historic Preservation Office indicates that the proposed action would have no effect on any known site of historic, archeological, or cultural significance (see App. 1). There are no sites in the project area listed or eligible for the National Register or Statewide Inventory of Historic Sites and Places. A detailed investigation and survey of the project area will be conducted by the University of Oregon Museum of Natural History to determine if there are any undiscovered artifacts of archeological or paleontological significance. Any such find would be salvaged or protected to insure proper recovery and study in coordination with the State Historic Preservation Office. Standard Spec. 105.13 - Preservation of Historic Objects is a part of all highway construction contracts and assures protection and preservation of artifacts found during construction. Nehalem residents are rejuvenating parts of the waterfront area to enhance its old town character. Alternate 3, the "H" St. alternate, could disrupt these efforts somewhat and could disrupt Small Island with its semi-historic value. These are factors in the town's support of the downstream alternative (Alt. 1).

Recreational Resources and Traffic Disturbance

Since road traffic would remain on the existing bridge during construction, only minor disruption of recreational traffic is anticipated. Some small delay could be expected when fill material is hauled on the existing US 101. This would be for a short distance and would be timed to minimize traffic disruption. Fill may also be transported across the bridge from the cut to the fill site. This would probably have to be accomplished between 10 p.m. and 6 a.m. to minimize traffic disruption.

not particularly massive or beyond available control mechanisms such as slope stabilization or benching. It is recognized as a potential problem.

Another geologic hazard of the area, common to all three build alternatives, is the unconsolidated soil of the river floodplain on the east side of the river which has a high humus content and high water table. Preliminary design studies indicate that early placement of the fill material on the east bank approach will be necessary to allow the fill to settle prior to paving and constructing the bridge. If further soil studies indicate that this foundation material does not have enough strength to support the fill material, special foundation strengthening design options may be required to adequately strengthen the east approach foundation. Examples of such a design options are mentioned on p. 5. Any exposed fill material left for a time to settle will be protected from erosion by temporary and permanent erosion control measures to be taken soon after placement of the fill.

Air Quality

Ambient air quality in the Nehalem area is considered to be excellent because of few pollutant sources and unstable atmospheric conditions. Existing and predicted traffic volumes are well below those for which an indirect source permit would be required. A new bridge would eliminate the congested traffic and stop/start delays of the existing bridge. The proposed action should improve air quality in the area.

Noise

Field measurements of existing noise, for peak hour (summer weekend) traffic volumes in 1976, show an L_{10} noise level of 76 dBA at 50 ft. from the centerline of US 101 bridge approaches. The 1996 predicted L_{10} level is 80 dBA

Coordination meetings have been held with various concerned agencies including the U.S. Army Corps of Engineers, U.S. Coast Guard, U.S. Fish and Wildlife Service, Oregon Department of Fish and Wildlife, Oregon Division of State Lands, Tillamook County, and the City of Nehalem. Some of these agencies have suggested modifications to improve or lessen the impacts of the proposed action. Many of these suggestions have been incorporated into the proposal.

A combined Oregon Department of Transportation and U.S. Coast Guard public hearing was held on the proposed action on September 8, 1977, in the City of Nehalem. There were forty-two persons present of which eleven testified at the hearing, and two individuals submitted comments in written form. Generally, Alternative 1 (the chosen alternative) was favored by the persons testifying.

The primary concern at the hearing was for the well-being of a 90-year-old woman who is located on the west bank of the approach of Alternative 1, and who would be affected by the proposal as a result of encroachment. Also of concern was the reduction of prime pastureland on the east bank of the proposed approach.

An evaluation of the above concerns and the proposed action resulted in the conclusion that altering the location and preliminary design of Alternative 1 (the chosen alternative), thereby increasing the structure length and costs, reducing navigational clearances, and increasing river hydraulics impacts would not be beneficial in lieu of less or no encroachment on the affected properties.

BASIS FOR NEGATIVE DECLARATION ON THIS PROPOSAL

In assessing the effects of this proposed action, the Oregon Department of Transportation has concluded that the impacts associated with the proposed action (Alternative L) are not widespread and can be mitigated to minor levels. Coordination with concerned agencies and the public has verified this conclusion.

Appendix 1

ROBERT W. STRAUB
GOVERNOR

Department of Transportation

STATE HISTORIC PRESERVATION OFFICE

Parks and Recreation Branch

525 TRADE STREET S.E., SALEM, OREGON 97310

May 27, 1977

Pieter Dykman, Research Coordinator
Environmental Section
412 Transportation Building
Salem, Oregon 97310

RE: Nehalem River Bridge Replacement
U.S. Highway 101
Tillamook County

Dear Mr. Dykman:

This letter is in response to the cultural resources survey carried out to assess impact of the above mentioned project on historic and archeological sites. After a careful review of your proposal, we can offer the following information.

We feel that no historical resources of National Register listing or potential have been identified which are likely to be impacted by this project. We therefore feel that Public Law 89-665 and Executive Order 11593 have been complied with as far as historical resources are concerned.

Because this is a sensitive area for archeological resources, a reconnaissance survey is necessary in order to determine potential archeological sites. As required by law, the State Historic Preservation Office can then officially comment on the results of the survey and recommended salvage or other mitigation procedures.

Thank you for this opportunity to comment.

Sincerely,

Paul B. Hartwig
Historic Preservation Coordinator

MB:ss

When expanding or improving highway facilities in Oregon, the Highway Division has the task of acquiring rights-of-way. It is the aim and desire of the Division to obtain these necessary rights-of-way with fairness and equity to all.

The State is empowered to acquire private property for public use in order to provide the greatest good for the greatest number. With this power goes the obligation to protect the rights of the individual property owner. The Highway Division thus has a dual responsibility—recognition and protection of the individuals who are affected by acquisition of land and competent and efficient service to the public.

PUBLIC HEARINGS

Public hearings, when requested, are held during the location and design stages of a project. Such hearings afford each person or agency full opportunity for effective public participation to ensure that highway locations and designs are consistent with Federal, State, and local goals and objectives.

The first hearing is held after preliminary studies have been made on several possible corridor routes. The data gathered in the studies is presented at a "Corridor Hearing". During the course of the hearing, testimony from interested persons is recorded for study by Highway Division personnel and the Oregon Transportation Commission.

Upon selection of a corridor location by the Transportation Commission, a detailed survey within that corridor is made and a preliminary design plan developed for later presentation at a "Design Hearing". During the course of the survey, a Liaison Agent attempts to interview all property owners affected concerning the effect the proposed highway has on their ownerships.

The holding of "Design Hearings" provides all interested persons and public agencies an opportunity to present testimony for consideration of final highway design.

In an instance where a choice of corridors is not involved, such as in the case of an improvement project on an existing highway, a single "Combination Corridor - Design Hearing" may be held.

After all data and testimony have been studied, a final design is adopted by the Transportation Commission and the acquisition of necessary

rights-of-way is authorized. The parcels of property needed for the improvement will be described, and the right-of-way acquisition activities can commence.

APPRAISAL PROCEDURE

Highway Division appraisal procedures, which are designed to protect both the property owner and the taxpayer's dollar, call for an appraisal of every parcel of right-of-way. These appraisals are performed by a staff appraiser, a professional fee appraiser, or both. When business and commercial properties are involved, more appraisers may be assigned. The property owner or his designated representative will be given an opportunity to accompany the appraiser during his inspection of the property.

The appraisers consider every indicator of value. Their differences in findings, if any, are studied and reconciled. The results are checked by the Highway Division Right of Way officials and then approved for acquisition.

This thoroughness, plus the busy work schedules of the professional fee appraisers, explains the occasional delays between the time of the appraisal and the arrival of the Right of Way Agent.

THE RIGHT OF WAY AGENT

The Right of Way Agent who calls on the property owner has studied the appraisal and can illustrate with maps and other data how the right-of-way will affect the property. The Agent has been authorized to recommend a price and obtain an option to purchase the property, which option is subject to approval of his supervisors and the Oregon Transportation Commission. It should be noted that the Agent is unable, under the procedures governing him, to engage in "horse trading"; he is confined to those monetary values indicated by appraisal.

It is desirable to complete acquisition and transfer as soon as possible, but not at the expense of the owner's thoughtful consideration of the State's proposal.

MARKET VALUE

Before the initiation of negotiations for real property, the Highway Division will establish an amount which is believed to be just compensation and will make a prompt offer to acquire the property for the full amount so established. In no event will the

amount be less than the approved appraisal of the fair cash market value of the property. Fair cash market value may be defined as the price a willing buyer would pay for a property offered by a willing seller with neither party having any obligation to either buy or sell. This is known as the "willing buyer - willing seller" concept and is the basis for "market value".

In instances in which only a portion of a property is to be acquired, the compensation is based on either the value of the land taken and damages to the remainder, if any, or the "before-and-after" method. This means that the owner's loss is equal to the difference in the market value of his property before the State's acquisition and its market value immediately thereafter.

Any decrease or increase in the fair cash market value of the real property prior to the date of valuation caused by the public improvement for which the property is acquired, or by the likelihood that the property would be acquired for such improvement other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.

Property damage payments, under Oregon law, can be made only to those persons whose property is actually purchased or used by the State Highway Division.

MOVING IMPROVEMENTS

The law states that the property owner is entitled to money for his property; however, if he wishes to have his house or buildings moved, this may be done provided certain conditions are met.

The property owner must agree to such a move, and the total cost to the State must be less than a cash purchase.

The property owner must make his own arrangements for moving the building. The State is not able to undertake the work nor to contract the work for the owner.

PAYMENT

An understanding of the processing of a signed agreement and the payment by check will alleviate some of the concern about a seemingly delayed payment.

The option agreement must be approved by the Oregon Transportation Commission. After approval has been received, the property owner is notified of

GENERAL MOVING EXPENSES

Service charges for reconnecting utilities are reimbursable, except under "Schedule Move Procedures".

INDIVIDUAL AND FAMILY MOVING EXPENSES

Any individual or family displaced by a State Highway Division project is entitled to receive a payment for reasonable expenses of moving personal property a distance not to exceed a 50-mile radius or to the nearest available and adequate site.

In order to obtain a moving expense payment, a displaced person must file, within 18 months after moving, a written claim with the State Highway Division on a form provided for that purpose. In some cases, where it is to the benefit of the displaced person, a written arrangement with the State Highway Division will allow the displaced person to present an unpaid commercial moving bill and the State Highway Division will make payment directly to the mover. Residential moving costs may also be claimed according to a set schedule based upon the number of rooms of furniture to be moved.

RESIDENTIAL MOVING SCHEDULE

Unfurnished
[Relocatee owns furniture]

$ 60 [1 rm]	$140 [3 rm]	$220 [5 rm]
$100 [2 rm]	$180 [4 rm]	$260 [6 rm]

Seven or more rooms – $300

Furnished
[Relocatee does not own furniture]

$15 per room up to a maximum of $300

MOBILE HOME MOVING SCHEDULE
[Based upon total floor area]

Amount of Payment	Square Foot Area
$100	Up to 200 sq. ft.
$200	201 sq. ft. – 600 sq. ft.
$300	More than 600 sq. ft.

In addition to the moving payment based on a room count or mobile home square–foot area, a dislocation allowance of $200 will be paid.

BUSINESS, FARM & NONPROFIT ORGANIZATION MOVING EXPENSES

Displaced businesses, farm operations and nonprofit organizations are entitled to receive actual reasonable moving expenses for moving personal property a distance not to exceed a 50-mile radius or to the nearest available and adequate site. The actual and reasonable cost of searching for a replacement location may be claimed up to $500 for a farm or business and up to $100 for advertising sign companies. Such payments must be supported by receipted bills or other evidence of expenses incurred.

As an alternate moving expense procedure, in the case of a self move, the business, farm operation or nonprofit organization may be paid an amount not to exceed the lower of two estimates secured by the State Highway Division from competent moving companies.

Under certain conditions, businesses, farms, and nonprofit organizations may receive payments for direct losses of tangible personal property resulting from the necessity to relocate.

In lieu of moving expense payments, a displaced or discontinued business or farm operation, except advertising sign owners, may, under certain conditions, elect to receive an amount equal to the average annual net earnings of the business or farm operation during the two tax years immediately preceding the year in which such business or farm operation is displaced. The payment cannot exceed $10,000 and will not be less than $2,500. Those who choose the "in lieu" payment are not eligible for any other relocation benefit payment.

STORAGE OF PERSONAL PROPERTY

Occasionally, unusual circumstances may make the storage of personal property mutually beneficial to the displaced owner and the State. The cost of such storage may qualify for a payment in addition to the actual moving expense payments. It should be clearly understood that those dislocatees accepting the schedule or in lieu moving expense payment are not eligible to receive the storage expense benefit. This additional benefit requires the written approval from the State Highway Division and may not exceed twelve months.

REPLACEMENT HOUSING

A displaced owner-occupant of a dwelling actually owned and occupied by the owner for 180 days or more immediately prior to the initiation of negotiation for such property may be eligible for additional payments, the combined total of which may not exceed $15,000.

The replacement housing payment is the amount, if any, when added to the amount for which the State acquired his dwelling, equals the actual cost which the owner is required to pay for a decent, safe and sanitary replacement dwelling or the amount determined by the State as necessary to purchase a comparable dwelling, whichever is less. Also, to compensate the owner for increased interest costs he is required to pay for financing the replacement dwelling and for the actual closing costs incidental to the purchase of replacement housing.

A displaced owner-occupant of a dwelling actually owned and occupied by the owner for 90 days or more but less than 180 days or a tenant-occupant of 90 days or more immediately prior to initiation of negotiation for such property may be eligible for additional payments, the combined total of which may not exceed $4,000. This payment is the amount necessary to make a down payment on the purchase of a replacement dwelling and to reimburse the relocatee for the actual closing costs incidental to the purchase of the replacement dwelling. Necessary deposits for taxes and insurance are not considered as closing costs. In those cases where an owner-occupant of 90 days or more but less than 180 days or the tenant-occupant of 90 days or more chooses to rent instead of purchasing a replacement dwelling, he may, under certain conditions, become eligible for a payment up to $4,000 to enable him to rent a decent, safe and sanitary replacement dwelling.

The rent payment is the increase in rent necessary to rent a comparable dwelling for 48 months or the amount determined by the State as necessary to rent a comparable dwelling for 48 months, whichever is less.

To be eligible for these benefits, the displaced occupant must occupy a decent, safe and sanitary replacement dwelling within one year subsequent to the required date of displacement from the dwelling unit acquired by the State Highway Division.

Upon request by the displacee a preliminary determination of any of the above benefits will be calculated and presented to the displacee.

STATE OF OREGON

INTEROFFICE MEMO No. 9

1469

TO: Jack Cartwright
UTILITY ENGINEER

DATE: June 2, 1981

FROM: Donnie R. Bedford
Donnie R. Bedford
REGION 2 UTILITY ENGINEER

SUBJECT: Sanitary Sewer Relocation
Nehalem River Bridge
Oregon Coast Highway
Tillamook County

Attached are copies of a letter from Mr. Johnson, Manger of the North Tillamook County Sanitary Authority, proposed drawings for thrust blocks, pipe construction etc., proposed specifications, and a proposed summary of bid items.

Please review and forward to the appropriate designer and specifications writer. I believe it would be advantageous to arrange an informal meeting with Mr. Johnson, the designer, and Specifications Unit at a time mutually convenient to all. I believe Mr. Johnson would be willing to transit to Salem for such a meeting. Please advise and I will make what arrangements are necessary.

DRB/rgb
cc: Chet Anderson
File

REFERRED TO
Beard Stoudanmeyer
Cole WEC Mann
Eriksen Watson
Hager Dorn Leu
Return Discuss Do File Copy Due
BY FINAL DESIGN ENGINEER

NOTED
W. E. COLE

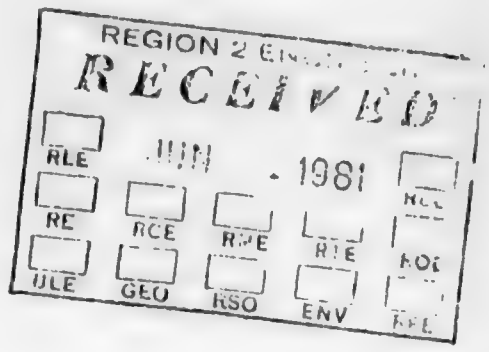
NOTED
F. A. ROBERTS
6.5.81

RECEIVED
JUN 3 1981
RR & UTILITY UNIT

NORTH TILLAMOOK COUNTY SANITARY AUTHORITY

P.O. BOX 219 • NEHALEM, OREGON 97131 • PHONE 368-5125

May 28, 1981



L-420

Donnie R. Bedford
Region Utility Engineer
Highway Division
Department of Transportation
2960 East State Street
Salem, OR 97310

RE: Nehalem River Bridge Sewer Relocation, 81006

Dear Mr. Bedford:

I have reviewed your preliminary plans and feel the design concept will be satisfactory with a few minor changes:

1) The 8" sewer in front of the Tubbesing residence needs to be retained in service to provide for future development of the Dean's Point area. The owners of this property are concerned they they not be "cut off" by the new alignment. Their representative, local engineer Colin Handforth, would like assurances that the OSDOT would be amenable to permitting Lateral A-2 (in front of Tubbesing's) to be extended southward, crossing the proposed new alignment south of the proposed abutment, possibly even being hung physically from the structure. The owners feel that the matter of providing sewerage is presently quite feasible, but being required to pay for an expensive bore at a later date would not be fair to them since it is not necessary now.

2) The line from new Manhole 22+75 A to existing Manhole 1+00 A2 will have to be completely replaced with a new 8" line rather than having new and old spliced together on different alignments as shown on your plan.

3) There exists a telephone cable in the same trench, more or less, as the sewer. This would probably need to be relocated also. This line is solely for telemetry to lift stations at Dean's Point and both lift stations in the City of Wheeler. Nehalem Tel & Tel operates this.

4) Regarding the 6" water main, this should parallel the sewer line at a minimum depth of 36", minimum 18" above sewer, 10' offset from the sewer. I'm not sure about the lateral offset; we would be happy with whatever the State Health Department would permit.

5) I have suggested some minor grade changes at the manholes. We customarily use small drops across them.

I have enclosed a sketch showing what the inverts should be set at. These are based on our as-builts, but they closely correlate with the profile you furnished. The flow lines (inverts) shown on the topo, however, do not seem correct, being substantially different from our as-builts.

6) I have enclosed several examples of items which I believe should be addressed, one way or another, in the contract:

-- water connection detail
-- blocking for convex bends
-- pipe zone detail
-- manhole plans
-- sewer bypass, plan view
-- specifications, example
-- pipe anchor detail

Perhaps some of these items are taken care of satisfactorily in your standard plans or in the contract documents already prepared. Of course, many of my comments on specific details can be adjusted as may be required.

Regarding cost allocation, I understand that those portions of the new construction that are within the previous OSDOT right-of-way will have to be funded entirely by the Authority. This would mean, as I read the drawings, that everything including and southwest of new Manhole 22+75 A would be funded by the OSDOT. I mention this because the OSDOT portion will be substantially more expensive than that which lies on the previously existing right-of-way. This is because of the steep slopes and the high probability of encountering rock which may necessitate blasting.

To eliminate the inequities of lumping everything together and to facilitate cost allocation, I propose that the bid items for state-funded and Authority-funded work be separated. I have enclosed a sample Bid Item Summary to illustrate this.

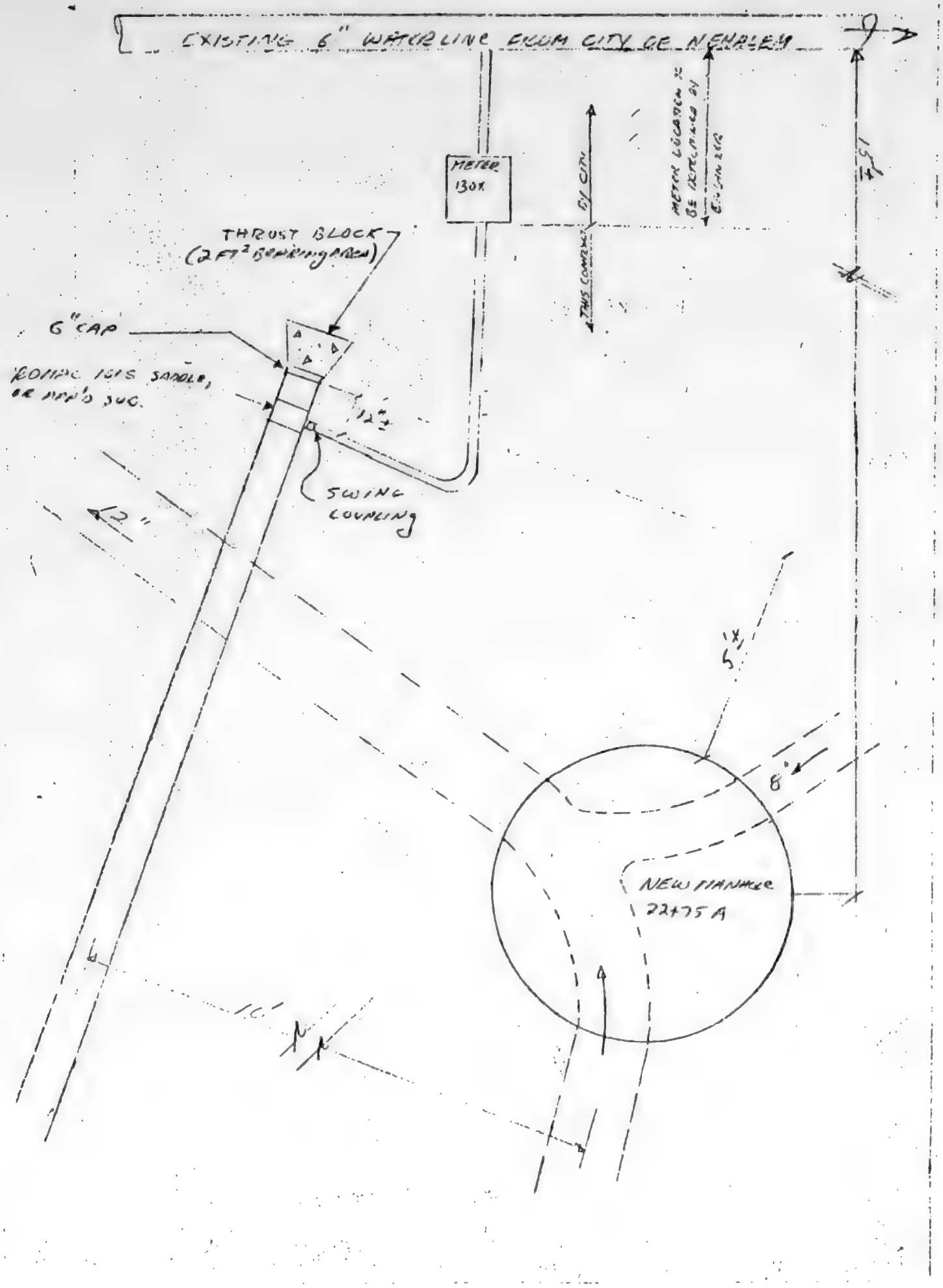
As for the costs of relocating the water line, the City of Nehalem furnishes service to the property line (that is, to the edge of the right-of-way). Therefore, since the OSDOT is funding utility relocations in the newly acquired right-of-way portions, and since all Authority-owned portions of the water line are in such an area, we understand that the Authority will not have to participate in any of the costs associated with water line relocation. I suggest that the City of Nehalem be consulted on matters concerning water.

After you digest these comments we can discuss these matters further or perhaps meet again.

Sincerely,

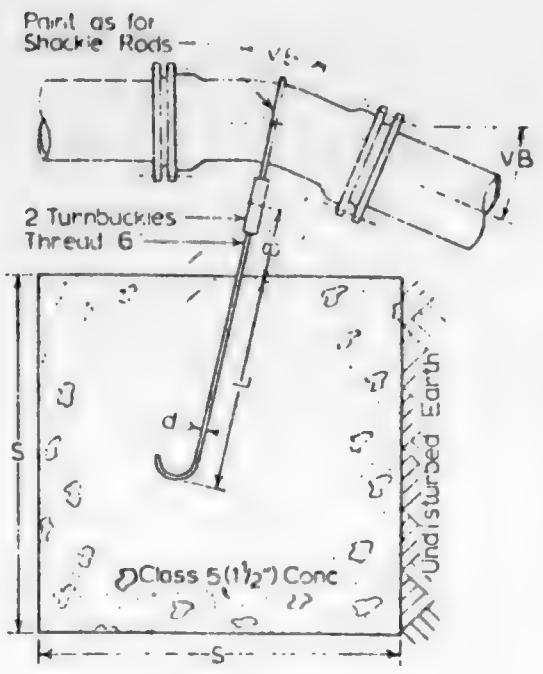
J. K. Johnson, P.E.
Manager

JKJ:df
encl.
cc: Chet Anderson
Colin Handforth
Merlin Brown, City of Nehalem


EXISTING 6" WATERLINE FROM CITY OF NEHALEM
METER BOX
THIS CONNECT TO CITY
METER LOCATION TO BE DETERMINED BY CITY & OWNER
± 15'
THRUST BLOCK (2 FT² BEARING AREA)
6" CAP
ROMAC 101 S SADDLE, OR APPD EQ.
12"±
SWING COUPLING
12"
5'
8"
NEW MANHOLE 2275 A
4'
16'

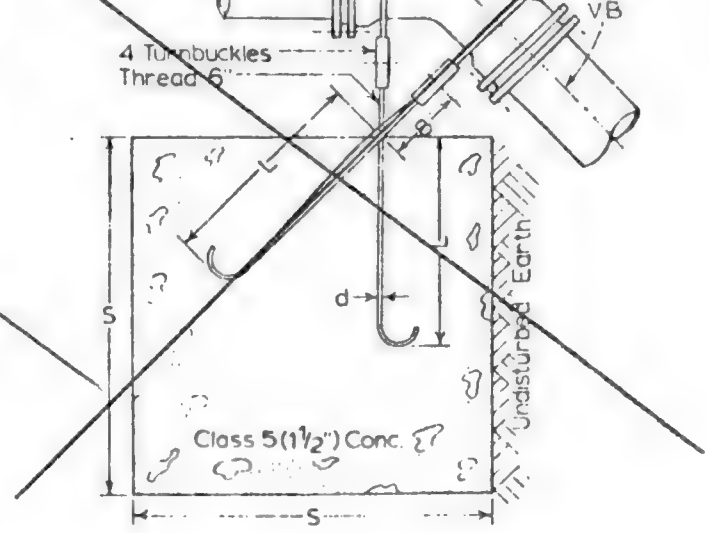
Type "A" Blocking
for 11¼°-22½°-30° Vertical Bends

Pipe Size Nom Diameter-Inches	Test Pressure psi	Vertical Bend Degrees V.B	No of cu ft of Conc Blocking	Side of Cube feet S	Diameter of Shackle Rods (2) inches d	Depth of Rods in Concrete feet L
4"	300	11¼	8	2	5/8"	15
		22½	14	22		20
		30	17	26		
6"	300	11¼	11	22	5/8"	20
		22½	25	29		
		30	41	35		
8"	300	11¼	16	25	5/8"	20
		22½	47	36		
		30	70	41	¾"	25
12"	250	11¼	32	32	5/8"	20
		22½	88	45	7/8"	30
		30	132	51		
16"	225	11¼	70	41	7/8"	30
		22½	184	57	1⅛"	40
		30	275	65	1¼"	
20"	200	11¼	91	45	7/8"	30
		22½	225	61	1¼"	40
		30	330	69	1⅜"	45
24"	200	11¼	128	50	1"	35
		22½	320	68	1⅜"	45
		30	480	79	1⅜"	55



Type "B" Blocking
for 45° Vertical Bends

Pipe Size Nom Diameter-Inches	Test Pressure psi	Vertical Bend Degrees V.B	No of cu ft of Conc Blocking	Side of Cube feet S	Diameter of Shackle Rods (4) inches d	Depth of Rods in Concrete feet L
4"	300	45	30	31	5/8"	20
6"			68	41		
8"			123	50		
12"	250		232	61	¾"	25
16"	225		478	78	1⅛"	40
20"	200		560	82	1¼"	
24"			820	94	1⅜"	45

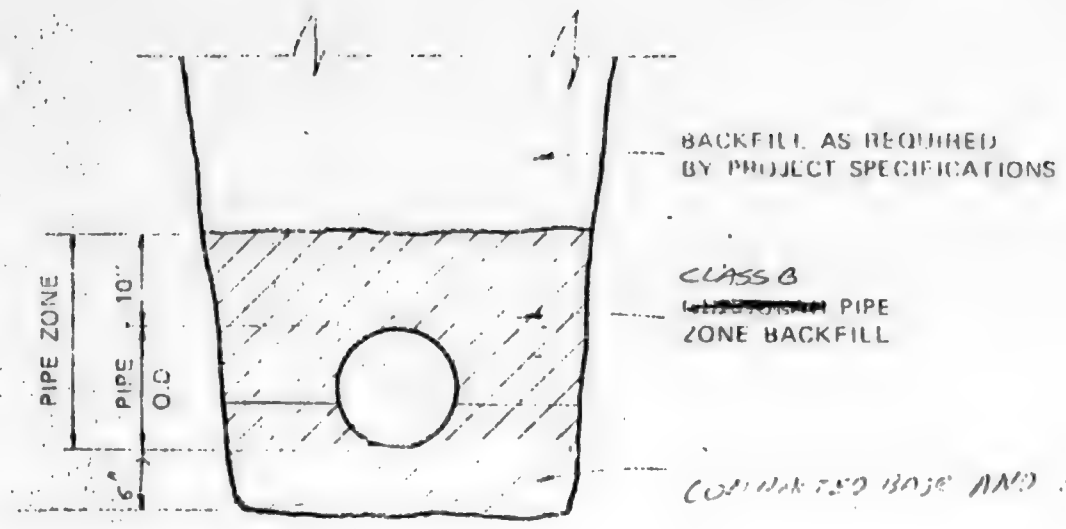


NOTE: THIS DETAIL PERTAINS PRIMARILY TO VERTICAL CURVE IN HORIZ. LINE NEAR M.P. 24+17.4

DO NOT SCALE

Blocking For Convex Vertical Bends

Standard Plan No. 73



PIPE ZONE BACKFILL DETAIL

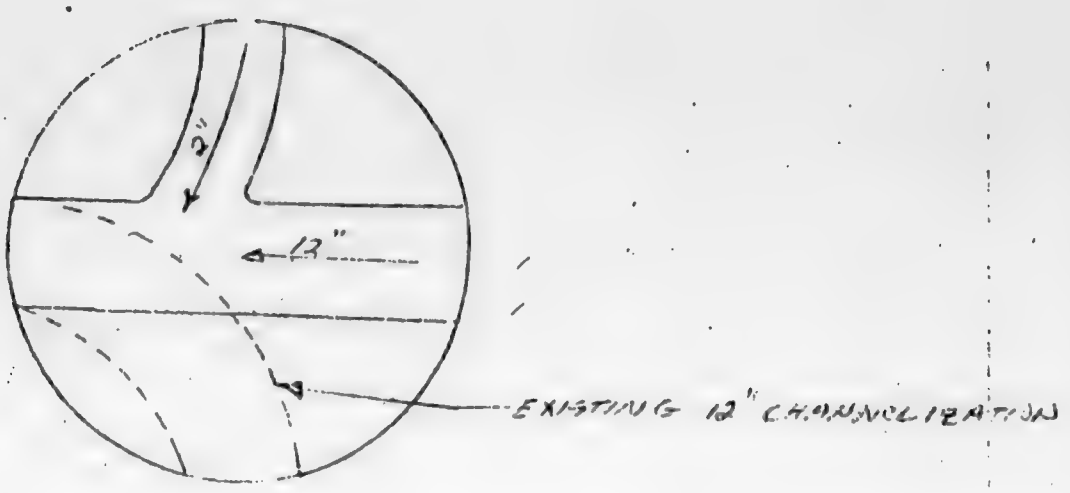
NOTE: CRUSHED BEDDING PER SECTION 703.07 TO BE USED ON SANITARY SEWERS AND SERVICE LINES LAID ON A GRADE OF MORE THAN 10% GRADE (REFER TO DETAILS 23-17A AND 23-18A, APPENDIX)

NORTH TILLAMOOK COUNTY SANITARY AUTHORITY

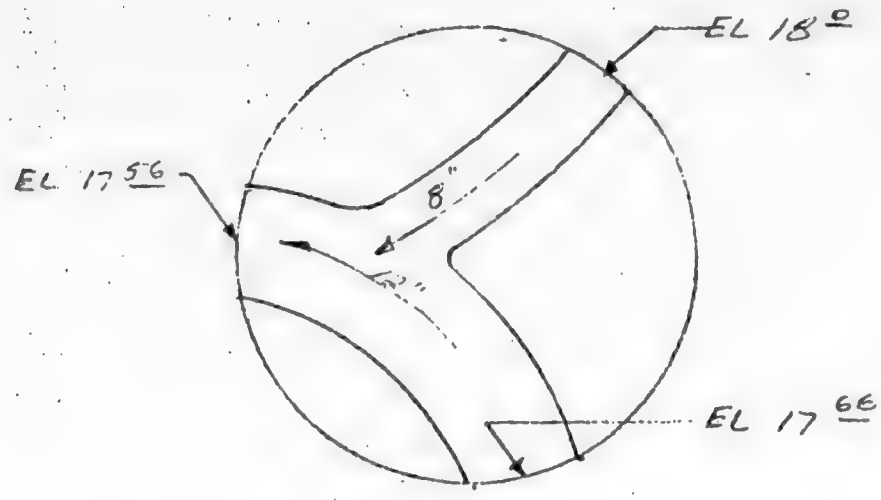
STANDARDS FOR SANITARY SEWER CONSTRUCTION

PIPE ZONE DETAIL

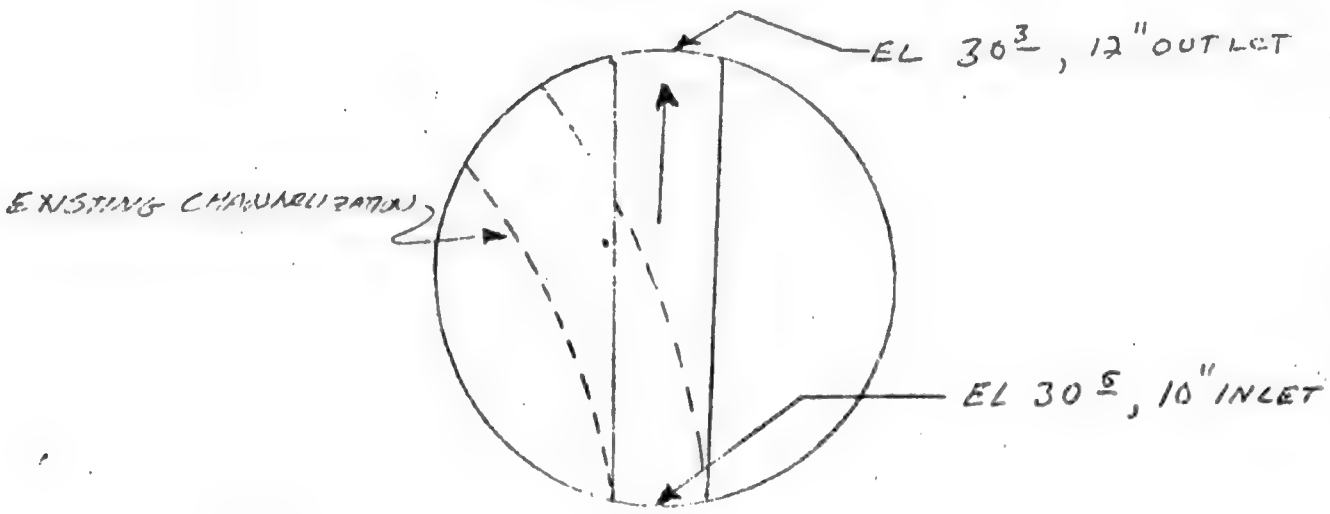
September 15, 1973



PLAN, EXISTING MH 21+50A

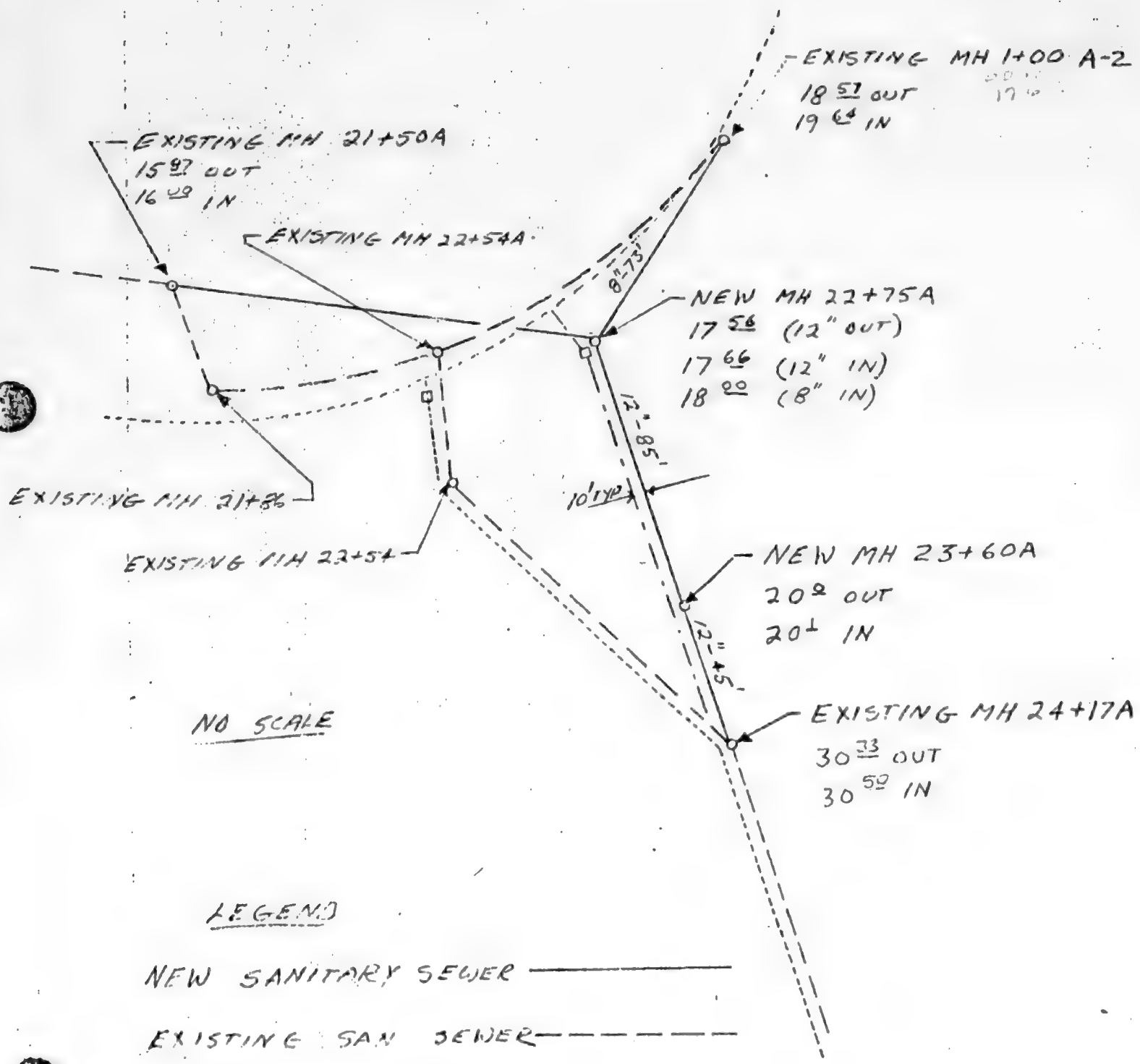


PLAN, NEW MH 22+75A



PLAN, EXISTING MANHOLE 24+17A

5/26/81 E. N. SEWER BYPASS JTG



NO SCALE

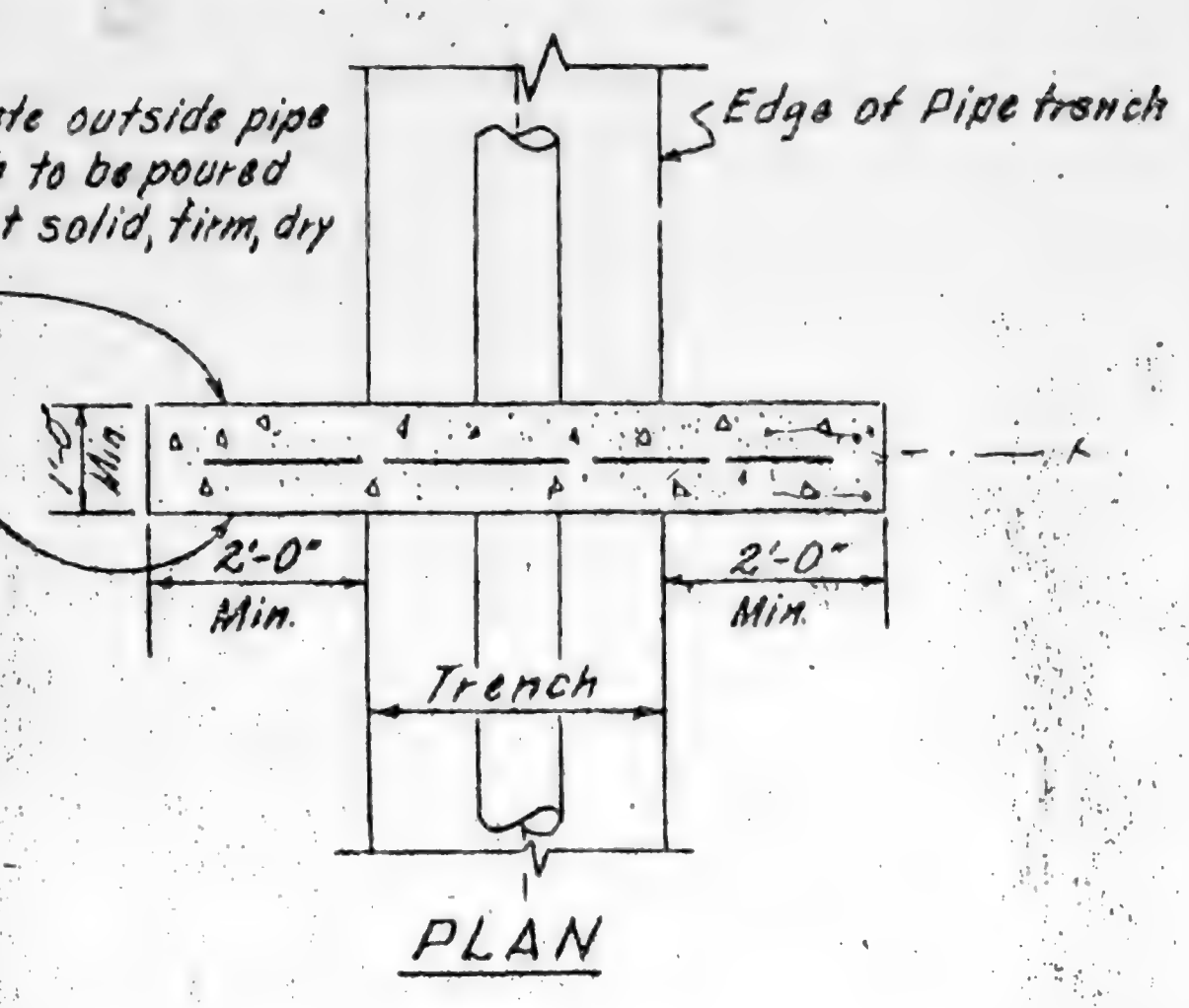
LEGEND

NEW SANITARY SEWER ——————

EXISTING SAN SEWER — — — — —

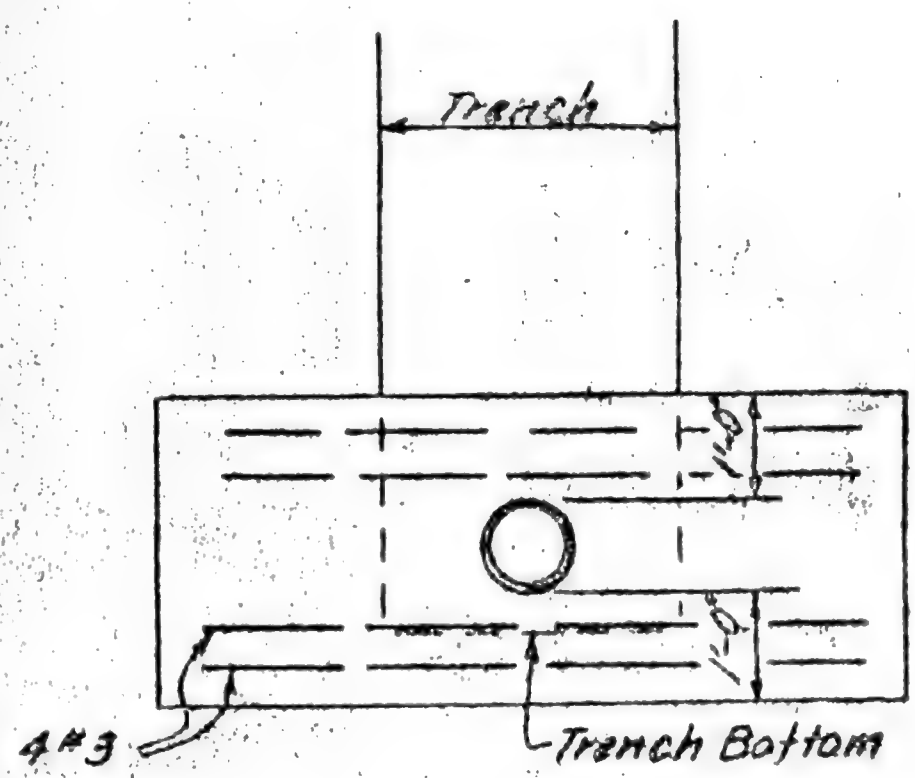
NEW WATER LINE - - - - - - -

EXISTING WATER LINE ·····



PLAN

before
to surface



4 Sewer

SECTION

G/97 SEWER ANCHOR DETAIL

1 REQ'D, MIDWAY BETWEEN MHs 23+60 & 24+17

SPECIFICATIONS

Specifications: Regulations of the North Tillamook County Sanitary Authority which pertain to sanitary sewer construction are incorporated herein by reference. In the event of an apparent conflict between provisions of the various specifications the most stringent shall apply.

Manholes: Per OSDOT standard plans

Testing: Per OSDOT standard specifications

Sewer Pipe and Fittings for Mains: Pipe shall be of the same material and manufacturer.

14-03.01-1. Gravity Sewer Pipe shall be concrete, conforming to ASTM C-76, extra-strength with flexible gasket joints; asbestos-cement sewer pipe conforming to ASTM C-428, Type II, Class 2400; ductile iron, Class 150; or a poly-vinyl chloride (PVC) ASTM D3034.

14-03.01-2. Gasket Joint Material for concrete pipe shall conform to ASTM Specification 443. Gaskets for asbestos-cement pipe, cast iron and PVC pipe shall conform to the recommendations of the pipe manufacturer.

14-03.01-3. Pressure Pipe shall be asbestos-cement conforming to ASTM C-296, Type II, Class 150; ductile iron USAS A2151, Class 150, joints which may be mechanical or push-on type conforming to A.S.A. 11; of poly-vinyl chloride plastic pipe bearing the National Sanitation Foundation Seal of Approval of which the inside diameter shall not be less than size specified, and shall conform to all requirements of ASTM C-2241 and commercial standard for PVC pipe SC-256. Pipe materials shall conform to ASTM C-1784.

Sewer Bypass: The new sanitary sewer construction is designed to replace and permanently bypass an existing line. The existing line conveys approximately 550 gallons per minute when the Dean's Point lift station pump is operating; the pump generally operates about four hours per day during dry weather and up to nine hours daily during wet weather. Storage in the lift station wet well is such that the pump can generally be shut down for at least two hours, under certain conditions longer, depending on weather and other seasonal factors. Work scheduled for August-October will generally allow about twice as much time for pump shutdown as would work done in the wetter months.

Temporary bypass arrangements shall be made to ensure that the interruption of sewage service does not result in spills, overflows, open sewage pits or other unhealthful or unlawful nuisances. All liability for any such occurrances shall be born by the contractor. Bypass plans shall be submitted in writing to the engineer for approval.

Sequence of Operations for Sanitary Sewer Construction: The following sequence is to be followed on sanitary sewer construction; the contractor may, however, propose alternative plans, subject to the engineer's approval:

1. Work shall commence at existing manhole 21+50 A by either

   a. chipping and rechannelling to accept new 12" pipe, bypassing flows as required, installing new pipe with removable plug, then proceeding to lay pipe southward, or;

   b. remove Manhole 21+50 A, bypassing flows as required, rebuild Manhole 21+50 A to accommodate new 12" line, then proceed southward with pipe laying.

2. Complete all other lines and manholes, except leaving the tie into existing Manhole 24+17 A until last. Remove plug from Manhole 21+50 A, finish connection at Manhole 24+17 A, temporarily bypassing if necessary.

3. Remove or abandon bypassed lines as directed by the engineer.

Salvageable Sanitary Sewer Materials: Become the property of the contractor, excepting one manhole frameand lid to be delivered to North Tillamook County Sanitary Authority treatment plant. The remaining two surplus manhole frames and lids may be re-used on the new manholes.

Mortars, Cements, Admixtures: Per part 700, unless otherwise approved by the engineer. Accelerating admixtures, "water plugs", etc., must be approved in advance by the engineer.

Pipe Anchors: Install concrete pipe anchors on both the new water and sewer lines at a point midway between Manholes 23+60 A and 24+17 A. See Detail.

Pipe Bedding: Class B, except between new Manhole 23+60 A and Manhole 24+ 17 A, between which crushed aggregate per section 703.07 shall be used.

Water Line Relocation: The 6" water line supplies seal flushing water to the Dean's Point lift station. Due to a captive air tank,water storage at the lift station is such that the water supply generally may be interrupted for at least 24 hours. In the event of longer interruptions, a bypass will be required. A supply of one gallon per minute is necessary; a garden hose will convey sufficient water.

Water Pipe: ASTM 2241 Class 150 PVC. Thrust blocking per manufacturer's recommendations.

SUMMARY OF BID ITEMS (Sample)

1. Sewer Pipe -- Per linear foot

The unit contract price for "sewer pipe" shall be full compensation for excavation, furnishing and placing of imported bedding, pipe, pipe anchors, fittings, backfilling, compaction, testing, and wasting of excess or unsuitable materials, all in accordance with the plans and specifications.

The following items shall be included under "sewer pipe":

8" sewer pipe, Part A
12" sewer pipe, Part A
12" sewer pipe, Part B

Parts A and B have been separated to facilitate allocation of costs by funding agencies. Part B is that portion of sanitary sewer construction including and southwest of new Manhole 22+75 A. Part A is all other sanitary sewer construction.

2. Manhole -- Per each

The unit contract price for "manhole" shall be full compensation for manhole to ten feet (10 ft.) in depth, including excavation, foundation preparation, manhole complete in place, backfilling, compaction, testing, and wasting of excess materials, all in accordance with plans and specifications. Manhole depth shall be measured from manhole invert at center of manhole to top of manhole ring when set to final grade.

9469

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.

DES 23
574F

May 20, 1981

RECEIVED
TECHNICAL SERVICES
MAY 20 '81
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Agt | File

Dale Wilken, Division Administrator
Federal Highway Administration
The Equitable Center, Suite 100
530 Center Street
Salem, OR 97301

Nehalem River Bridge (No. 574F)
Nehalem River Bridge Section
Oregon Coast Highway
Tillamook County

Enclosed are five reduced prints of Drawing 36034 which is the preliminary plan and elevation for this structure. This replaces Drawing 35440, which was submitted December 10, 1980, and incorporates the following revisions:

The river piers have been revised so that the footings now lie below the streambed.

The columns have been changed to a circular cross-section.

The superstructure consists of cast-in-place cantilevered sections at the bents with drop-in precast concrete girders. After the deck is cast on the drop-in girders, the portion from the back cantilever at Bent 3 to the forward cantilever at Bent 7 will be continuously post-tensioned. This series will then act as a unit in resisting subsequent loads, including liveload.

The haunched cast-in-place cantilevers at the piers permit the use of shallower precast beams which allows a lower grade line at the overcrossing of the existing highway. This in turn will reduce the required amount of roadway and counterbalance embankment.

The vicinity map which we sent with the earlier submittal is unchanged.

The foundation report is in the process of being written and will be submitted when it is complete.

Walter J. Hart
Bridge Engineer

L. L. Wallace
Assistant Bridge Engineer

Enclosures

cc: E. S. Hunter
D. H. Moehring
D. O. Christensen /w/ enclosures
C. O. Fredrickson /w/ enclosures
Gary Potter /w/ enclosures

U. S. DEPARTMENT OF TRANSPO[illegible]ATION
FEDERAL HIGHWAY ADMIN [illegible]ATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: RF-180(28)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: RF-103

2A. COUNTY NAME: Tillamook

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
5/12/81	Primary 28	Primary 9

10. GENERAL LOCATION:

Nehalm River Bridge Section

11. GENERAL DESCRIPTION OF WORK

Program change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☒ OTHER *(Specify)* Program change

13. REMARKS

As requested in Mr. Swan's letter of 4/30/81 I approve the revised Preliminary Engineering Costs to a TEC of $259,700 Federal Funds $203,165.

(Increase TEC $98,600 Federal Funds $77,095)

[illegible] ENGR
MAY 19 '81
REFER TO
FOR

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
5/12/81	E Flatch	for Division Administrator

FORM PR 1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

9149 C C 9

STATE OF OREGON
HIGHWAY DIVISION - ODOT

INTEROFFICE MEMO
PRO 6-2

TO: D. H. Moehring
Assistant State Highway Engineer

DATE: April 28, 1981

FROM: Frank E. Terpin ORIGINAL SIGNED BY FRANK E. TERPIN
Location Engineer

ATTN: D. E. Swan

SUBJECT: Nehalem River Bridge Section
Oregon Coast Highway
Tillamook County
RF-180(28)

Preliminary engineering costs to develop plans, specifications and estimates for the subject bridge replacement project is greater than the FHWA authorization. To assist you in gaining supplemental funding, we offer the following comments.

The funding shorfall is occurring, primarily, with the design and foundation investigation functions.

Unanticipated charges to the 905, Final Design, function represent efforts to (1) develop access schemes to a remainder of a right-of-way taking scheduled for development; (2) accommodate embankments constructed by hydraulic dredging; and, (3) accommodate surcharging of the fill foundation to reduce settlement after surfacing.

The 906, Bridge Design, function charges were underestimated. Design cost formulas based on past experience indicates that $75,000 is not unreasonable for a structure of this scope.

The cost of the drilling for the foundation analysis, 926, is significant because it required the use of barges capable of withstanding not only the normal stream flow but a strong tidal influence as well.

The revised total estimated cost of $259,700 for P.E. is 4% of the projected $6,500,000 construction cost.

Present Authorization	$ 161,100
Additional	98,600
Total	$ 259,700

Attached is a listing of P.E. charges by activity.

FET:JWG:ge
Attachment

cc C. O. Fredrickson w/att
J. H. Versteeg "
W. J. Hart "

REFERRED TO
Beard Stoudenmeyer
Cole Mann
Eriksen Watson
Hager Dorn Leu
Return Discuss Do File Copy Due
BY FINAL DESIGN ENGINEER

Versteeg
Anderson
Christensen
Olson
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
APR 29 1981
ROAD DESIGN SECTION

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Action

Contains Recycled Materials

PRELIMINARY ENGINEERING

Major Class 19
(also 07, 08, 09)

	Engineering	AUTHORIZATION APPROVED BY FHWA	TOTAL AUTHORIZATION REQUESTED
901	Resident Engineer	50 000	52 000
902	Citizens involvement	2 000	3 000
903	Payment to local government		
904	Consultant fees	1 100	1 100
905	Final Design	5 000	25 000
906	Bridge Design	35 000	75 000
907	Preliminary design		
908	Field testing section (construction)		
909	Right of way descriptions	2 000	6 000
910	Soils and geology	20 000	20 000
911	Signing (traffic department)	1 000	1 000
912	Landscape department		
913	Right of way - liaison & relocation	4 000	4 500
914	Utility liaison	1 000	1 500
915	Audits by Accounting Section		
916	Photogrammetry	1 000	1 000
917	Inventory needs	1 000	
918	Reconnaissance and hydrology	10 000	12 000
919	Engineering graphics		
920	Project management		400
921	Specifications	2 000	3 000
922	Administrative Services - engineering		200
923	Environmental Section	5 000	5 000
924	Department of Transportation	1 000	500
925	Air monitoring		
926	Foundation investigation	11 000	40 000
950	Training courses, conferences & seminars	1 000	2 000
955	Employee relocation assistance program		
960	Personal leave		
975	Historical sites inventory		
980	Public hearing charges	8 000	7 500
985	EEO monitoring expense		
986	"Non-State" employees travel		
		$ 161 100	$ 259 700

Section: Nehalem River Bridge

Highway: Oregon Coast

County: Tillamook

Prefix: 29-1965

TRA-7

April 20, 1981

Gene Magee, Executive Director
Oregon Coast Association
P.O. Box 670
Newport, OR 97365

Dear Gene:

Following the appearance of representatives of the Oregon Coast Association at the March 26 meeting of the Transportation Commission, I said I would inform you of the status of the Nehalem River Bridge project, and the possibility of putting a flashing light at the site. Our latest construction schedule shows that the bridge replacement project is scheduled for bid letting on September 24, 1981. In this period of difficult financing, it is difficult to guarantee this date, but unless something unforeseen happens, it should be fairly firm.

The accident history of the structure has been reviewed, and indicates that a recurring accident pattern is evolving on the southern approach to the structure.

The report recommends a combination of illumination, sign revision, guardrail revision, and the installation of flashing light and flood light to reduce the number and severity of accidents at this location. Preliminary estimates of the cost is $60,00. We will start work on this safety project as soon as practical.

You suggested that one possible solution to financial problems on the Oregon Coast Highway (US101) was to have it declared a "Military Highway." Research has shown there is only one "National System of Interstate and Defense Highways," and to get even a few miles added to this Interstate System today is virtually an impossibility. For years we tried to get the Columbia River Highway (US30) from Portland to Astoria incorporated into the system, but were totally unsuccessful.

We always welcome comments from highway users and appreciate your appearance at the Commission meeting.

Sincerely,

H. S. Coulter
State Highway Engineer

cc Oregon Transportation Commission

bc F. B. Klaboe
R. W. Gormsen
E. S. Hunter
D. H. Moehring
J. H. Versteeg
L. E. George
C. O. Fredrickson

HSC:lb

4/6/81

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: RF-180(28)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: RF-103

2A. COUNTY NAME: Tillamook

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 3/11/81

8. FEDERAL ROUTE NUMBER: Primary 28

9. STATE ROUTE NUMBER: Primary 9

10. GENERAL LOCATION:

Nehalam River Bridge Section

11. GENERAL DESCRIPTION OF WORK

Program change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- [ ] PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- [ ] PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- [ ] ACQUISITION OF RIGHT-OF-WAY
- [ ] CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- [ ] CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [X] OTHER *(Specify)* Program change See below

13. REMARKS

As requested in Mr. Swan's letter of 3/24/81 this will confirm the advance approval date of 3/11/81 adding archeological salvage to the subject project and authorization to proceed at a TEC of $1,100 Federal Funds $970.

A signed copy of the agreement is returned herewith.

RECEIVED
STATE HWY ENGR
APR 8 '81
REFER TO
Division 2
BY

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16 TITLE
4/6/81	D. K. Swanson	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

Form FHWA 121 (1/80)

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

THE OREGON DIVISION - SALEM
UNITED STATES GOVERNMENT

memorandum

Subject: Oregon Project RF-120(28
Nehalem River Bridge (Br. No. 574F)
Oregon Coast Highway
Tillamook County

Date: April 2, 1981

From: Dale E. Wilken, Division Administrator

Reply to Attn. of: HBR-OR

To: Mr. H. S. Coulter, State Highway Engineer, ODOT

We have started our review of the Nehalem River Bridge on the Oregon Coast Highway and find that there is no foundation data. When this information is forwarded, we will make the preliminary plan submittal to our Regional Office.

In reviewing the proposed foundation we see you intend to use 4'x12'x1' precast panel skirting around the piling. We would appreciate a comparative estimate of a conventional type of substructure for Piers 3-6 where this skirting is proposed.

The "drop in" prestress postensioned spans you propose for the superstructure are interesting and probably very economical. In this span range perhaps a steel alternate should be considered.

We assume that the elimination of the "in-place" movable span has been discussed with the U.S. Coast Guard and the clearances proposed are acceptable. Please consider these comments and let us have your reply.

Dale E. Wilken

cc:
OSHD (W J Hart, Br)

RECEIVED
STATE HWY ENGR
APR 3'81
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

March 12, 1981

Ms. Zella C. Schwartzenhauer
Administrative Secretary
Port of Nehalem
P.O. Box G
Manzanita, OR 97130

Dear Ms. Schwartzenhauer:

When I wrote Senator Dell Isham February 17, it was our opinion that the river channel would not change appreciably. Thus, removing the piles at or slightly below the existing groundline would be satisfactory.

However, in light of the concerns expressed in your letter, I am instructing my people to proceed with pulling the existing piles when the old bridge is removed following the construction of the new structure. This will result in a somewhat higher cost, but will remove any possible underwater hazards, as you have pointed out in your letter.

Sincerely,

H. S. Coulter
State Highway Engineer

cc Senator Dell Isham
Representative Paul Hanneman
Nehalem Fishrapper

bc W. J. Hart
J. H. Versteeg
C. O. Fredrickson

LW:mg 1b

ANDREW LAGLER, PRESIDENT
E. E. STOCKTON, VICE-PRESIDENT
[redacted]
WILLIS DART, TREASURER
STANLEY JUD, [redacted] Sec'y
Donald R. Miller,
Commissioner

Port of Nehalem

[redacted]
P. O. Box G
Manzanita, Ore. 9715 0

Mr. H. S. Coulter
State Highway Engineer
Transportation Building
Salem, Oregon 97310

Dear Mr. Coulter:

It is our interpretation of "removal of piling" as stated in your letter of February 17 to Senator Dell Isham that it means pulling all piling riverward of the bank revetments and pile line as opposed to cutting the piling off at the present mud level as indicated at your staff meeting of February 23. Submerged stubs resulting from cutting could cause a hazard to navigation following any natural scouring of the river bed.

Sincerely,

PORT OF NEHALEM

Zella C. Schwartzenhauer

Zella C. Schwartzenhauer
Administrative Secretary

7-101 C

STATE OF OREGON

INTEROFFICE MEMO 9

TO: FILES

DATE: February 24, 1981

FROM: Loren Weber
Region Location Engineer

SUBJECT: Nehalem River Bridge
Sand Removal

1 Versteeg
Anderson
Christensen DLC
Olson
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
FEB 25 1981
ROAD DESIGN SECTION

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REFERRED TO
Beard Stoudenmeyer
Cole WEC Mann
Eriksen Watson
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BY FINAL DESIGN ENGINEER

On Monday, February 23, a delegation of highway personnel met with a group of people from the Tillamook-Nehalem area with regard to the proposed removal of some material from the river bottom.

The people from highway were as follows:
Final Design - Frank Roberts
Bridge Design - John Marks
Region R/W - Roger Hansen
Soils - Fred Yarbrough
Region 2 - Bill Fretwell, Chuck Pietrock, Pete Fidler, Loren Weber

Some of the people from the local area were Stanley Judd of the Port Commission and Vern Scoville who has a dredging outfit. A sign up sheet was prepared and a copy will be attached later.

Items discussed were the location of the proposed work, how it could be placed in our fill area, the approximate quantities we need, possible timing of the work, controlled rates of progress of the fill placement, possible storage of material for the Wheeler Overcrossing, the proposed depth of the channel work and the method of payment. A couple of additional things covered were the removal of the existing structure and fender piles and the excavation we have on the northerly side of the river. A coverage of the above items follows.

1. The location of their work begins just southerly from the boat ramp and runs from there downstream. There appears to be shoal located mainly along the left bank or on the highway side of the channel. They would like to take out somewhere in the neighborhood of 240,000 yards, which would restore the channel to something like it was 20 years ago.

2. The placement of the material in our Nehalem Bridge fill could be done through the cross culvert which we propose to place just south of the boat ramp. They could then direct their flow around on the fill as needed. One of the first needs would be a small dike to restrain the initial flow. From there on, the fill placement can be handled to control the material. Since our fill in this area will take only about 100,000± cu. yds of sand (though this will likely be larger due to the subsidence) they would need an additional placement location. A location they have considered is the piece of land just upstream from the Wheeler Overcrossing between the railroad and the Necanicum Highway. They have apparently discussed this with the owner, Mr. Neahring, who has no objection according to them. This could make the material available to us at a later time and in an area where the bulk of our material would be needed. An estimate of our need at this location is 30,000 yards.

3. A possible timing of the work would be whenever we could acquire the R/W for the Nehalem Bridge project. This would provide a placement area for their material and allow them to go to work in advance of our contract.

4. Payment presents a problem that will have to be covered by our people with the federal personnel. The Port Commission probably doesn't have the money to finanace the work without outside help. They would like us to make the arrangements with the State Land Board for the removal permits and acquisition costs if any. In addition, they would like us to pay their costs of the material removal and placement, all of which should be considerably less than what it will cost us to place the proposed borrow from the Crown Zellerbach source. The problem is that payment at this time is out of sequence with our normal contract operation. This probably can be worked out for the Nehalem River Bridge project as we have plans for the R/W purchase, thus the material would be on our land. However, under the present plan, we will not be purchasing the R/W for the Wheeler Overcrossing. In this case, there doesn't seem to be anyway we could pay for their work until such a time as the project was developed to where we could buy the R/W with the material on it. Even assuming they can place the material at their expense, much of the sand would be outside the normal R/W lines we will need for our work. Perhaps they (the Port Commission) would make an agreement with Mr. Neahring such that we would be permitted to go in and salvage the sand for our fill needs.

5. The proposed depth of the dredging is about the present depth of the channel at our new structure.

6. Fred Yarbrough roughly outlined the maximum rate of production or placement of the new fill, which will prevent possible rupture of the existing sod cover in the field area.

Also discussed at this time was the placement of the material from the north side of the river. Since this would seem to follow the sand placement by some time, room would need to be left to accommodate this. A rough estimate would be a little more than the amount in the surcharge. I have checked with Fred Yarbrough as to what problems this timing might create and he says none. The subsidence will still take place about the same as though the surcharge were to be placed in the initial embankment construction.

7. One final item not discussed was the need for topsoil to cover the sand fills. If this was not considered in our original estimate, the quantity needed would have to be considered as an addition to the cost of the sand fill when computing the balance between the sand and the borrow.

R/W people in Dixon's office who formerly were with the State Land Division, said the policy is not to charge for the material if we buy it on a cost only basis. The Port Commission should contract with the dredging contractor and we would pay their costs. Chuck Pietrock told them an agreement between the Highway Division and the Port Commission would be needed.

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FEB 25 1981
ROAD DESIGN SECTION

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OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

Salem
February 23, 1981

To: Duane Christensen
Final Design Engineer

SUBJECT: Nehalem Bridge Section
Oregon Coast Highway
Tillamook County

Allowable Rate of Increasing Fill Height

In the meeting on February 23 in Wheeler about possibly filling the embankment needed for the subject section by hydraulic dredging, I told the dredge operator that we would write a specification limiting the permitted rate of increasing height of fill as follows:

Height of fill above original ground	Limit of permitted rate of increase in height of fill
0 to 12'	No limit
12 to 20'	One foot per day average increase in height from the start of filling, and no more than 4-feet increase in any 4 consecutive days.
At 20-feet height	there shall be a waiting period of 30 days before increasing the height.
20 to 30'	One foot per day average increase from 20-feet and no more than 4-feet increase in any 4 consecutive days.

REFERRED TO
Beard Stoudenmeyer
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BY FINAL DESIGN ENGINEER

The purpose of limiting the rate of increasing height of fill is to permit pore water pressure dissipation in the foundation to prevent foundation failure from excessive pore pressure buildup.

Another question at the meeting was what allowable height of material storage can be permitted between the new and old highway fills? Ten feet height above original ground was given to be the limit to 50-feet back from the old highway. Fifty feet is more than needed for safety. The needed width can be determined by the same means (formula previously provided) for determining counterbalance width. If the storage is increased to 14-feet height, the setback for beginning increase above ten feet would be 35-feet instead of 50-feet.

cc Frank Terpin
Bill Cole
Loren Weber
Bill Fretwell

F. W. Yarbrough
Soils ENgineer

BP 52475-734

February 17, 1981

The Honorable Dell Isham
State Senator
Room S-203, State Capitol
Salem, OR 97310

Dear Senator Isham:

I appreciate your concerns regarding removal of the underwater portions of the existing Nehalem Bridge and the possible effects on the river channel.

Our contract plans and specifications will indeed call for the removal of the existing bridge including foundations, riprap and pile dolphins such that the channel will be unimpeded in this area. We will also require the work to be performed during the time of year when there would be the least impact on fish movements.

Sincerely,

H. S. Coulter
State Highway Engineer

cc Representative Hanneman
Port of Nehalem
Nehalem Fishrapper

COF:lb

bc C. O. Fredrickson
Gary Potter
W. J. Hart

slide at Brighton, but the haul would be roughly 4.5 miles. However, if it could be demonstrated that we could obtain some benefits from the removal of the slide load, it might become a viable alternate.

Another consideration might be the removal of material from some roadbed cut in the vicinity of Wheeler where this removal would permit the easing of curve around a hillside.

Finally, apparently the nearest source of rock for surfacing and paving will be a source located up the river a distance of about 4 miles from the center of the job site. I understand this is county owned though when we were there "Crown" trucks were hauling from it. I believe this is designated in our files as 29-15-2. Bill Fretwell has viewed the site.

STRUCTURE:

The proposal is for a 40 foot wide bridge with a 5 foot walk on one side. Our projection shows it to be about 1034 feet long with ends skewed to fit the terrain. At least one set of piers will need to be about 100 feet apart to allow navigation beneath the bridge.

The grade has been raised from the existing to permit boat passage without the need for a draw span.

The removal of the existing bridge, foundations, riprap, and pile dolphins will be a requirement of the contract. In conjunction with this, the draft environmental impact statement has some points to consider.

The work in the channel area will probably have to be done between June 1 and September 1 when the fish problem is at its lowest. Another concern is the disturbance of material on the river bottom which is considered very fine and highly organic. Should we get into excavation of these materials, it calls for testing to determine if any toxic or hazardous contents may be present such as organic sulfides. If this were indeed the case, its removal would have to be carefully done to control its dispersion into the river. Disposal of the excavated material would have to be placed in such an area that the material would not wash away. Their suggestions would be to incorporate this into the topsoil on the fill slopes.

They realize that the removal of the center turn span base will probably have to be blasted and indicate that the Fish and Wildlife feel that this should be done in late June between fish

runs. The existing piling according to them should be cut off at the river bottom level because complete removal would again cause disturbance of the sedimentary soils.

The above work correctly done, will actually improve the flow characteristics of the river from what it is now. An item mentioned in the Impact Statement talks about riprap beneath the new structure. I'm not sure this will be applicable unless we have a pier close to where the action of the tides could perhaps be misdirected and cause erosion. The slope from the bridge end is far enough back that we aren't doing any fill work on the banks where tidal action would take place.

The manager of the local telephone company has indicated that he wants to expand in the future. In line with this, he would like to have provisions made to carry his line across the new bridge when it is constructed.

Also, I'm told at present a waterline is hanging on the existing bridge. This also would have to be replaced as it serves a diking district on the East side of the river.

During the bridge construction, it will be necessary to maintain the existing roadway where we cross at station 69. In addition, our plan is to save this and use it as part of the Tideland Road connection when the project is completed. Therefore, the structure support should be designed to allow perpetuation of the old road.

STAGE CONSTRUCTION:

Stage I On the northerly end stage, it is anticipated that we will widen the left side of the existing roadway as much as possible and stay inside the R/W. This may be done by cutting out at the edge of pavement and making what fill we can or is necessary. The new roadway on this side can then be surfaced to match the existing pavement grade. Upon completion of this work, the traffic may be moved over to the left after which we may then do the grading on the right to the subgrade as per the future plans.

Stage 2 The surfacing can then be brought up to the top lift of pavement after which following completion of the new bridge and roadway, the traffic may be placed on the new section. During this phase, it may be necessary to widen the new section somewhat to the right

the southerly side of the bridge. The drains for these have been terminated at the toe of the main fill on top of the counterbalance fill.

B.I. 38 Delineators. No special comments.

B.I. 39 Seeding and Mulching. Covers the final application on the fill slopes and counterbalance on the southerly side of the bridge. As mentioned before the proposed fill materials will require the application of topsoil for good growth so the final product should be satisfactory.

B.I. 40 Membrane Water-Proofing. Is standard for the structure deck.

B.I. 41 Structure. We haven't gone into any detail on this except our preliminary projection on the vicinity map. This projection is based upon the concept that we are not going to build the A line which was the one connecting the old Hill-A-Lea development. We have anticipated keeping our fills up to where they won't drop over the bank and interfere with the stream in any way. The connection to Tideland Road. Our toes have been projected to come up onto the existing fill but not quite on top. These two measures keep the structure as short as possible. The ends have been skewed to match the terrain for the fill toes. The structure is proposed to be 40 feet wide with a 5 foot sidewalk on the right or downstream side. Our cost estimate is on the square foot basis - all inclusive.

B.I. 42 Removal of Existing Structure. We have based this on a time estimate obtained from Ed Payton. To this, we have applied the loaded contract wages in effect as of February 1979 and the equipment rental rates taken from the book of 1975 rates. We have not added the 6% nor the 15% on the equipment rates as these have percentages already in them for use on Force Account work. We are assuming the contractor's charges to themselves are considerably less than those shown in the book.

The Environmental Impact Statement calls for removal of the items below the waterline to be done to the existing ground line. The piles would be sawed off rather than pulled as there is concern for toxity which may occur as a result of pulling these. They realize that the concrete support for the old turn span will require blasting and feel this can be done between the period June

30 - September 15 while the fish runs are inactive. The rubble from the blasting and the riprap dumped over the period of years will have to be removed also, such that when done, the channel will be in as near its natural state as possible.

There are a couple of items for which we have made estimates but have not shown as bid items. These are the sanitary sewer relocation which a part of is inside the existing R/W and part is outside. We are anticipating that the entire work will be done by the sewer district, and we will pay the cost of that being outside the existing R/W.

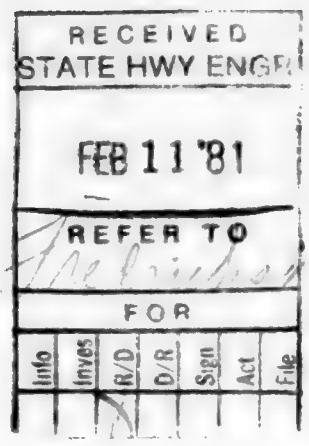
The other anticipated item is temporary erosion control. We are placing a surcharge on the fills on the southerly side of the river. I anticipate this will be done in the fall and allowed to sit over the winter, in which case, it will have to be protected from erosion. Our estimate for this simply provides for seeding and mulching this entire area as a separate operation. This work will be destroyed when the surcharge is removed the next spring or summer.

SENATOR DELL ISHAM
DISTRICT 2
MAJORITY LEADER
(503) 378-8173

OREGON STATE SENATE
STATE CAPITOL
SALEM 97310

3231 W. DEVILS LAKE ROAD
LINCOLN CITY, OREGON 97367

February 9, 1981



Mr. Scott Coulter
Department of Transportation
Highway Building
Salem, Oregon 97310

Dear Mr. Coulter:

With the replacement of the Nehalem Bridge in its preliminary stages, I want to encourage you to include the removal of the rock and debris left from the old bridge construction as part of the project.

This is particularly important since the debris seems to be the cause of the Dean's Point Shoal and the removal of the debris should solve one of the serious navigation hazards in the Nehalem River.

Thank you for your consideration in this matter.

Sincerely,

Dell Isham

DELL ISHAM
State Senator

DIC:b

cc: Rep. Hanneman
Port of Nehalem
Nehalem Fishrapper

1461

STATE OF OREGON
HIGHWAY DIVISION - ODOT

INTER[illegible] FICE MEMO

TO: F I L E

DATE: January 23, 1981

FROM: Frank E. Terpin
Location Engineer F.E.T.

SUBJECT: Nehalem River Bridge Section
Oregon Coast Highway
Tillamook County

On December 22, 1980, I received a letter from Gerald Wimer describing several alternatives for providing access to the property on Deans Point, copy attached.

After reviewing the several proposals, it was decided to construct the access to the property on the west side of the highway at about Sta. 54+50, connecting to an existing roadway at opposite about Sta. 55+50. The proposed frontage road under the bridge from the east side would not be constructed.

Grading the subgrade width to accommodate a proposed future channelization at Sta. 50+20 will be done within the limits of the project. Grading the additional width will provide some needed embankment material on the south end of the bridge.

FET:ge
Attach.

cc Walt Hart
C. O. Fredrickson
D. O. Christensen

Versteeg
Anderson
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RECEIVED
JAN 23 1981
ROAD DESIGN SECTION

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STATE OF OREGON

INTER FFICE MEMO

TO Frank Terpin
LOCATION ENGINEER

DATE: December 22, 1980

FROM: Gerald Wimer
REGION CONSTRUCTION ENGINEER

RECEIVED
DEC 23 1980
LOCATION SECTION

SUBJECT: R/W File 50764
Hill-A-Lea Development Co.
Land Management Corps. (CP)
Nehalem River Bridge Sec.
Oregon Coast Highway

Several methods exist to restore access to the remainder of the subject taking:

1. Construct a partial interchange with the potential of an eventual full interchange to serve the now vacated Hill-A-Lea Subdivision.

2. Construct a road approach and frontage road with the potential of simply widening the highway with a left turn refuge and improving the frontage road surfacing. The widening and improving at property owner expense.

3. Provide a direct access at Sta. 58+50.

4. Control the access to location at Sta. 54+50 matching the same location as the potential left turn refuge but only constructing a minimum length frontage road.

The above are listed in the order of evolution and not in the order of cost. They are, however, in a descending order of cost except that the direct access at Sta. 58+50 is the least expensive.

At the time of the original location survey, it was deemed desirable to provide the potential of a full interchange. We now find this to be quite expensive. We also noted that it wasn't oriented in the direction of property development nor did it recognize the developer's obligation to bear a portion of the original construction cost and future maintenance. Hence, the concept of a potential expansion to a left turn refuge.

We delayed making that particular proposal giving the developer an opportunity to acquire property for the necessary frontage road. They elected not to acquire the property. This caused this office to reconsider the matter.

RECEIVED
DEC 23 1980
LOCATION SECTION

NOTED
W. N. HACKLEMAN

NOTED
F. E. TERPIN

We now find the least expensive way to fulfill our obligation is the direct access at Sta. 58+50. However, it has the undesirable possibility that a house at a time could be constructed without re-orienting the access to a safer location. The Tillamook County Planning Dept. assures us they will not let this happen. But we would have no direct control.

Therefore, this office recommends the next least expensive proposal that would provide an access crossing the right of way line at the location of the potential left turn refuge.

Details for this proposal and the other proposals are contained in the attached letter and attachments from Region Location Engineer Loren Weber. An early concurrence of the Region's recommendation by you and Design Engineer Hal Versteeg is desirable to allow the Bridge Section to conclude their design.

The present Region proposal of not providing for a potential interhcange also saves a $50,000 retaining wall. The preliminary bridge design doesn't contemplate a wall or a future interchange.

The Region's current proposal also can be constructed within the scope of the existing right of way descriptions. Region Right of Way Supervisor Jim Dixon indicates not proceeding pending the confirmation. Hence, the further necessity of your early concurrence.

GW/rgb
cc: Len Wallace
Jim Dixon
Eldon Everton
Loren Weber
Chet Anderson

VICTOR ATIYEH
GOVERNOR

Department of Transportation

HIGHWAY DIVISION

TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
DES 23
Br 574F

December 10, 1980

Glen L. Green
Division Administrator
Federal Highway Administration
Equitable Center, Suite 100
530 Center St N E
Salem OR 97301

NOTED
E. S. HUNTER

Nehalem River Bridge (No. 574F)
Nehalem River Bridge Section
Oregon Coast Highway
Tillamook County

Enclosed are five reduced prints of drawings 35440 and 34394 which are the preliminary plan and elevation and vicinity map for this structure. These have been revised since we originally submitted them on October 22, 1980. The principal revision is that all of the bents have now been set perpendicular to the roadway center line. This was made feasible when it was decided to eliminate the access road under the westerly end of the bridge. The access road is now planned to connect to the westerly side of the highway at a point northwesterly from the west end of the bridge. We have also shown riprap inlaid in the streambed at piers 3 through 6.

We feel that the present bent orientation is superior to that of the original proposal from a structural standpoint. The proposed octagonal piers should not offer significantly more obstruction to stream flow or navigation than the rectangular piers aligned with the stream direction which were shown on the earlier submittal.

In your review of this project please use these drawings in place of those submitted earlier.

Walter J. Hart
Bridge Engineer

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Info | Inves | R/D | D/R | Sign | Act | File

L. L. Wallace
Asst. Bridge Engineer

Enclosures

cc E. S. Hunter
D. H. Moehring
D. O. Christensen /w/ 1 set encls.
C. O. Fredrickson /w/ 1 set encls.
Gary Potter /w/ 1 set encls.

Form 734-3122

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.

DES 23
Br. 574F

November 25, 1980

Commander
13th Coast Guard District
Aids to Navigation Branch
915 Second Avenue
Seattle WA 98174

Foundation Exploration
Nehalem River Bridge
Oregon Coast Highway
Tillamook County
Bridge 574F, River Mile 6.5

The Oregon Highway Division plans to drill a series of foundation test borings at the site of the proposed Nehalem River Bridge replacement.

Borings will be made from a barge-mounted drill rig which will be moored at several locations in the channel approximately 500 feet downstream from the existing structure. The barge and its mooring lines will have day and night markings that comply with Coast Guard regulations.

Work will start on December 1, 1980 and should be completed by February 1, 1981.

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TECHNICAL SERVICES
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Info Invest

Walter J. Hart
Bridge Engineer

cc E. S. Hunter
C. O. Fredrickson
William Fretwell

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

October 22, 1980

In Reply Refer to
File No.: DES 23
574 F

Mr. Glen L. Green
Division Administrator
Federal Highway Administration

Nehalem River Bridge (No. 574 F)
Nehalem River Bridge Section
Oregon Coast Highway
Tillamook County

Enclosed are five (5) reduced prints of drawings 35440 and 34394 which are the preliminary plan and elevation and vicinity map for this structure. Also enclosed are two (2) copies of the hydraulic report. The Foundation Report will be submitted when it becomes available. The alignment, roadway width and sidewalk are in accordance with the standards governing the project.

The alignment is the result of extensive study which sought to minimize both environmental impacts and construction costs. The Highway Division has promised that it will provide at least ten feet more vertical clearance over the main channel than exists under the present swing span (which has not been opened for many years). The proposed grade line is controlled by other considerations and will provide more than that amount of vertical clearance. The horizontal clearance proposed is greater than is provided by the existing structure. The structure length is designed so that no fill will be placed in the waterway.

It is still uncertain whether the access road shown under the westerly end of the bridge will be located there. Present indications are that it may be relocated to connect with the westerly side of the highway, northwesterly from the end of the bridge. This would eliminate the need for a vertical abutment and a long retaining wall but would not significantly affect the location of the end bent. This might also permit the profile grade at the westerly end of the bridge to be lowered, but not enough to infringe on the promised vertical clearance.

Preliminary studies included post-tensioned box girders of both varying and constant depth and precast bulb-T girder spans. Several sorts of pier configuration were also considered. Because of the reversing curvature of the superstructure it was decided that the greatest simplicity in superstructure and pier configuration should be sought.

At the same time it was felt that if precast beams were used, maximum spans should be sought to minimize foundation costs. These considerations narrowed the choice to two superstructure alternates: a 5-span, uniform depth, post-tensioned box girder and an 8-span precast beam with cast-in-place deck. The lengths of the outer spans for the precast alternate were limited by the constraints of straight beams with curved alignment. The beams for the center four spans of this alternate are to be cast in segments and post-tensioned (see attached "Construction Sequence"). This beam section could be made to work on simple spans with the span lengths shown. Anticipated difficulties in placing post-tensioning strand at interior bents led to a study of continuous post-tensioning with stages broken at inflection points. Continuous post-tensioning permitted the elimination of one line of beams in the center two spans. Estimates of cost (attached) for the two alternates showed 15% greater cost for the box girder alternate. This was due to the lack of suitable concrete aggregate within a 75 mile radius of the project, and thus a high anticipated price for cast-in-place concrete. The precast beam alternate was chosen because of its anticipated lesser cost. That cost, including an allowance for engineering and contingencies, is $4,700,000.

We request your approval of our preliminary plan and your concurrence that this project is eligible for Highway Bridge Replacement funding.

Walter J. Hart
Bridge Engineer

L. L. Wallace

L. L. Wallace
Assistant Bridge Engineer

ATB:sh

Enclosures

cc: Technical Services Engineer
Project Management Engineer
Final Design Engineer /w/ 1 set encls.
Region Engineer /w/ 1 set enclosures
Environmental Unit Manager /w/ 1 set encls.

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TECHNICAL SERVICES
OCT 24 '80
REFER TO
FOR

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

FILE: 9

Salem, Oregon
August 18, 1980

FROM: Don R. Bedford
REGION II UTILITY ENGINEER

TO: Jack Cartwright
UTILITY ENGINEER

SUBJECT: Sanitary Sewer Relocation Design
Nehalem River Bridge
Oregon Coast Highway
Tillamook County

At a meeting with the North Tillamook Sanitary Authority held on February 28, 1980, Mr. Colin H. Handforth, a consulting engineer for Partners Financial, requested a change in their approach at the north end of the subject bridge.

We discussed the issue and told Mr. Handforth that we would hold up the sewer design work until we got their input concerning the approach relocation. Mr. Handforth submitted a sketch through Resident Engineer Chet Anderson who, in turn, forwarded it through Region Traffic Engineer Dave Weaver. The consultant was informed that additional costs incurred by this change would have to be borne by the property owner(s).

It is my understanding that the original owner(s) represented by the consultant have dissolved their partnership.

Since we now have no direct request to relocate the approach, and information requested of the original investors has not been received, design for the sewer line adjustment and relocation should proceed according to our proposed plan.

DRB/bah

cc: Chet Anderson

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ROAD DESIGN SECTION

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xc: Frank Roberts - Road Design 9-2-80

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BY FINAL DESIGN ENGINEER

NOTED
J. M. CARTWRIGHT

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AUG 29 1980
RR & UTILITY UNIT

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July 14, 1980

John L. Carlich
Tillamook County Surveyer
Courthouse
201 Laurel Avenue
Tillamook, Oregon 97141

Dear Mr. Carlich:

Attached is a revised preliminary reproducible copy of Map 9B-16-17 which shows the proposed alignment and the existing culture for the Nehalem River Bridge section of the Oregon Coast Highway, which is presently being worked up for future contracting.

We submitted a map of this section to you on November 26, 1979.

A final certified reproducible map will be submitted to your office after construction of the project is completed.

Very truly yours,

ORIGINAL SIGNED BY
W. H. WAKERLIG
W. H. Wakerlig, P.L.S.
Right of Way Descriptions Engineer

WHW:rr
Attachment

cc: C. O. Fredrickson, Region Engineer

7-1-7

9

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No
LOC 9 #9

May 13, 1980

Mr. Paul Benson
Tillamook County Planning Director
Room 7
County Courthouse
Tillamook, OR 97141

Dear Mr. Benson:

Re: Nehalem River Bridge Section
Oregon Coast Highway
Tillamook County

Per your request on navigational clearances of the proposed bridge replacement on subject section, I offer the following:

The elevation at the bottom of the existing bridge is 23.8 feet above mean sea level and, according to Coast Guard comments, allows clearances of 21.5 feet at Mean High Water and 28 feet at Mean Lower Low Water.

Our present preliminary plans show the bottom of the new bridge to be at elevation 33.0 feet above mean sea level which results in 9.2 feet of additional clearance.

For added information, I have included a March 27, 1975 letter from the Port of Nehalem to the Citizens Advisory Committee; a January 26, 1976 letter outlining the types and percent of craft traveling under the bridge; a May 11, 1977 memo decumenting contact with the Coast Guard and a copy of the transcript for the September 8, 1977 public hearing on Nehalem River Bridge Section.

If you need additional information, please feel free to contact me at 378-6883.

Sincerely,

George C. Wills
Location Field Engineer

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MAY 12 1980
ROAD DESIGN
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Board — Staudenmayer
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Erikson — Watson
Hager — Dorn — Lau
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FINAL DESIGN ENGINEER

Enclosures

bc: C. O. Fredrickson J. H. Versteeg
Chet Anderson W. Hackleman

LOC 7

April 8, 1980

Board of County Commissioners
Tillamook County
Courthouse
Tillamook, OR 97141

Attention: June A. Wagner
County Clerk

Gentlemen:

Attached for your information is a copy of "Highway Corridor and Design Resolution No. 432 adopted by the Transportation Commission on February 19, 1980 covering the Nehalem River Bridge Section of the Oregon Coast Highway in Tillamook County.

Also attached is a survey approval map.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

FKN/gnk
Att.

bc: Don Harwell

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ROAD DESIGN SECTION 378-6558

C. O. Fredrickson
Region Engineer
Fred Eriksen
Fred Eriksen
Design Engineer Supervisor

February 13, 1980

Nehalem River Bridge Section
Oregon Coast Highway
Tillamook County

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FEB 13 1980
ROAD DESIGN SECTION

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We are preparing contract plans for this federal aid project presently scheduled for contract letting in the last quarter of this year.

Material source requirements have been estimated as follows:

Paving Aggregates		3,500 c.y.
Aggregate Base		10,000 c.y.
	Total	13,500 c.y.
Loose Riprap-Class 700		1,800 c.y.

Borrow materials are needed to complete the embankments. The soils section has recommended a 3 foot layer of granular material be placed on the ground as a base for the embankment on the south side of the Nehalem River. A surcharge and counterbalances are also required in this area.

The quantities needed are:

Granular Embankment	43,400 c.y.
Borrow (Earth)(Neat Figure)	48,100 c.y.
Borrow (Earth) (Allowance for Estimated Subsidence)	30,000 c.y.
Total	121,500 c.y.

A proposed borrow area sketch map with typical sections for the Marchon Arabrians Inc. property was included with the project data. The haul route out of the borrow does not look good. It is on a 25 or 30% down grade, across a railroad track and onto the Necanicum Highway. At the highway it is indicated a 3 foot fill tapering for 225 feet in each direction is needed to make the connection. One copy of the sketch map and cross-sections for this borrow area is attached.

We are also attaching a portion (3 pages) of the engineer's narrative which describes possible borrow areas in the area.

Please furnish material source sketch maps, development plans, reclamation plans and permit applications as may be required. Mandatory or prospective use should be indicated on material source data. The data should be forwarded to us by May 1, 1980.

FE/db

Attachments

VICTOR ATIYEH
GOVERNOR

Department of Transportation

HIGHWAY DIVISION

TRANSPORTATION BUILDING, SALEM, OREGON 97310

DATE: February 7, 1980

In Reply Refer to File No.: CON 19

TO: Oregon Transportation Commission

FROM: H. S. Coulter
State Highway Engineer

AGENDA
FEB 19 1980

SUBJECT: Survey Approval

The surveys have been completed on the following two bridge projects.

Hood River Bridge Section
Mt. Hood Highway, Hood River County

(NOTE: This portion of the Mt. Hood Highway has been relocated to eliminate sharp curvature at approaches of existing structure.)

Nehalem River Bridge Section
Oregon Coast Highway, Tillamook County

(NOTE: Improved alignment and local road access provided in relocation of this portion of the Oregon Coast Highway.)

In order that the records be clear as to the official location of these facilities, your approval of the attached survey approval maps is requested. The work has been accomplished consistent with the governing regulations.

This matter will be on the consent calendar for your February 19 meeting.

Attachment

BLG:bke jh
bc: F. B. Klaboe
R. W. Gormsen
D. H. Moehring
R. L. Schroeder
E. S. Hunter
C. O. Fredrickson
E. L. Hardt
J. H. Versteeg
Frank Terpin
Walt Hart
George Bell

Form 734-3122

1467

ROAD DESIGN 378-6558

H. S. Coulter
State Highway Engineer

February 1, 1980

J. H. Versteeg
Road Design Engineer

Map 1R-4-719
Nehalem River Bridge Section
Oregon Coast Highway
Tillamook County

The attached survey approval map for the subject project was approved by E. S. Hunter on January 31, 1980. Please transmit the map to Commission Services for preparation of a survey resolution and formal adoption by the Transportation Commission.

Following Commission action, please send the map to Right of Way Descriptions for recording and transmittal to the Road Design files.

WHW:cj
Attachment

Versteeg
Anderson
Sullivan
Tarpin

RECEIVED
FEB 1 1980
ROAD DESIGN SECTION

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

Salem, Oregon

July 17, 1979

FILE:

FROM: F. W. Yarbrough
Soils Engineer

TO: Duane Christensen
Final Design Engineer

SUBJECT: Nehalem Bridge Section
Oregon Coast Highway
Tillamook County
Fill Foundation Strengthening

The fill foundation on the south side of the river at the subject section is weak and compressible, and both a counterbalance to stabilize the fill and a surcharge to lessen settlement after paving should be constructed.

All of the fill on the south side should be surcharged. Taper the surcharge thickness uniformly from a minimum of 3-feet above subgrade to 6-feet above subgrade at station 71, the structure abutment. The surcharge should remain in place as long as possible but, in any case, at least 8 months. When the surcharge is removed, it should not be used to flatten fill slopes. It may be used in the random fill area. Total settlement will be about 3-feet at station 73 and about a foot or a little more at station 78. Half or more will occur while the fill is being placed.

Where the fill and surcharge will be 14-feet or more height, a counterbalance should be constructed with minimum thickness equal to 3-feet and width equal to 24-feet. It should increase uniformly to 8-feet thickness and 40-feet width where the fill and surcharge is 26-feet height. The counterbalance must be wrapped around the end of the fill at the structure abutment which will botch the grade on the Tideland Road connection. When the surcharge is removed, then the counterbalance can be reduced to 4-feet height at the abutment which should then permit an acceptable grade on the connection.

The rate of increasing the height of fill must be controlled. Twelve feet height of fill may be placed as rapidly as suits the Contractor; but the average rate of increasing height of fill above 12-feet shall not exceed one foot per day, and this average must be taken from zero height of fill. Also, not more than five feet increase in height is permitted in any consecutive five days after the height of fill exceeds 12-feet. Spec. writers: All these statements are needed to maintain the desired rate control.

A three foot blanket of clean, granular material should be specified over all the tideflat area under fills to make a stable surface for the hauling machines. Clean sand or clean, fine rock may be used. Fine rock must be graded so that 80 percent is finer than 6-inch size and no pieces may be larger than 12-inch size.

REFERRED TO
Beard, Steudenmayer, Cole, Sample, Erikson, Watson, Hager, Dorn, Lou, Return, Discuss, Do, File Copy, Due
BY FINAL DESIGN ENGINEER

RECEIVED
JUL 1 1979
ROADWAY DESIGN SECTION

cc: Fred Ericksen

U. S. DEPARTMENT OF TRANSPORTATION - FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

FEDERAL AID PROJECT NO.: RF-180(28)

STATE PROJECT NO.: See below

FROM:
G. L. Green, Division Administrator
Salem, Oregon

PROGRAM NO.:

ITEM NO.: RF-103

COUNTY NAME: Tillamook

PROGRAM STAGE (Check) ☐ 1. ☐ 2.

TO:

Mr. H. S. Coulter
State Highway Engr - ODOT
State of Oregon
Salem, Oregon

RECEIVED
STATE HWY ENGR
MAY 31 '79
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

DATE PS&E APPROVED	DATE AUTHORIZATION EFFECTIVE	FEDERAL ROUTE NUMBER	STATE ROUTE NUMBER
	5-25-79	Primary 28	Primary 9

GENERAL LOCATION:
Nehalem River Bridge Section

GENERAL DESCRIPTION OF WORK:
Program Change

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR SURVEY AND PLAN PREPARATION
- ☒ OTHER (Specify) Program Change - see below
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION - ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION - PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

As requested in Mr. Swan's letter of 5-16-79, I approve the revised Preliminary Engineering costs to a TEC of $160,000 with Federal participation limited to $125,100.

(Increase TEC $71,750 - F.F. $56,100.)

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
5-25-79	G. K. Hammer	for Division Administrator

FORM PR-1240 (REV. 8-70) EXISTING STOCKS OF FORM PR-1240 (REV. 6-68) WILL BE USED

☆ U.S. GOVERNMENT PRINTING OFFICE: 1970—721-918

DATE: March 30, 1979

TO: OREGON TRANSPORTATION COMMISSION

ORIGINAL SIGNED BY H. S. COULTER

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Finance Approval
Special Bridge Replacement Projects (19)

On the Consent Calendar for the April 17 meeting will be a request to approve 19 Special Bridge Replacement projects. These projects are not on the Six-Year Program.

The 1978 Federal-Aid Highway Act provided additional Special Bridge Replacement funds and the attached list of 19 bridge projects have been identified as needing reconstruction with these additional funds. The 19 bridge projects are estimated to cost $11,000,000 with Federal participation of $9,000,000 and State matching funds of $2,000,000.

These projects have been investigated and are eligible for funding under the Special Bridge Replacement Program. I recommend your approval of the projects and request authorization to sign the project agreements for and on your behalf.

RU:dmc
Attachment

bc: F. B. Klaboe
C. W. Head
L. W. Rulien
E. S. Hunter
C. T. Keasey
D. H. Moehring
R. L. Schroeder
W. J. Hart
J. H. Versteeg
F. E. Terpin
V. E. Skoog
E. L. Hardt
C. O. Fredrickson
A. Shirley
Dale Allen
W. E. Schwartz
George Bell

9-101

File

NOTED
H. S. COULTER

February 27, 1979

The Honorable Paul A. Hanneman
State Representative
H392 State Capitol
Salem, OR 97310

Nehalem River Bridge
U.S. 101

Dear Representative Hanneman:

We have now completed a review of the special bridge replacement program.

The Nehalem River Bridge on U.S. 101 has been placed on the priority list, and we anticipate construction in fiscal year 1982. Rough program estimates indicate a probable cost of some $4 million in 1982 dollars. We expect to confirm this priority at the next update of the Six-Year Program.

I appreciate your interest, and we will keep you informed of progress on this project.

Sincerely,

L. W. Rulien
Assistant Director
Policy and Program Development

LWR:cm
cc: F. B. Klaboe
bc: H. S. Coulter
E. S. Hunter
C. O. Fredrickson

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

FILE:

Salem, Oregon

October 18, 1978

FROM: Donald L. Trout
Office Engineer

TO: E. S. Hunter
Technical Services Engineer

SUBJECT: Status Report
Nehalem River Bridge
Oregon Coast Highway
Tillamook County

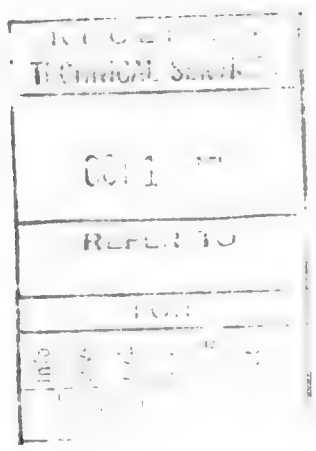
The location survey for this project is expected to be completed in the field and sent in during January or February 1979. A hearing has been held. The Final Negative Declaration may possibly have to have a minor amendment prepared depending upon the environmental impact of the actual project location.

Final Design, Right-of-Way Descriptions and Specifications will require approximately four months total time. Structures will require approximately six months for a Coast Guard permit. Their design time is estimated at nine months.

Right-of-Way appears to be the controlling factor for timing of this project. They estimate their work will require 10-12 months.

It appears that if the project develops as stated above, it would be ready for contracting in the spring of 1980 - say March, April or May. It is also noted that this project is not on the Six-Year Program.

DLT:jh
cc: Walt Hart
Frank Terpin



PROJECT SCHED

PROJECT NAME

Nehalem River Bridge
Oregon Coast Highway

YE

	1978												1979											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Field Location																								
Final Design																								
R/W Descriptions																								
Bridge Design																								
Coast Guard Permit																								
Specifications																								
R/W Acquisition																								
Receive Bids																								

JECT

SCHEDULE

YEAR

1978								1979												1980																	
JUN	JUL	AUG	SEP	OCT	NOV	DEC		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

FILE:

Salem, Oregon
May 18, 1978

FROM: J. H. Versteeg
Engineering

SUBJECT: Nehalem River Bridge
Oregon Coast Highway

TO: MEMO TO THE FILES

Preliminary Engineering for this S.B.R.P. has been approved through PS&E stage. Field location, contract plans, and right-of-way acquisition should be completed at an early date in anticipation of additional S.B.R.P. funding. Funds for right-of-way acquisition will need to be programmed at the appropriate time.

Ellison and Wills advise that the necessary connection to the new structure can be funded with S.B.R.P. money. It appears that a good share of the roadway work could be eligible for S.B.R.P. funds.

JHV:ab
cc: Robert E. Royer
E. S. Hunter
W. J. Hart
D. E. Swan
F. E. Terpin
D. O. Christensen

RECEIVED
TECHNICAL SERVICES
MAY 19 '78
REFER TO
FOR
Info | Inve | R/D | D/R | Sign | Act | File

U.S. DEPARTMENT OF TRANSPORTATION — FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

FED. PROJ. NO. RF-180(28)

STATE PROJECT NO. See Below

FROM:
G. L. Green, Division Administrator
Salem, Oregon

PROGRAM NO.

ITEM NO. RF-103

COUNTY NAME Tillamook

PROGRAM STAGE (Check) [ ] 1. [ ] 2.

TO:

Mr. F. B. Klaboe
Chief of Operations, DOT
State of Oregon
Salem, Oregon

DATE PS & E APPROVED	DATE AUTHORIZATION EFFECTIVE	FEDERAL ROUTE NUMBER
	12-16-77	Primary 28
		STATE ROUTE NUMBER
		Primary 9

GENERAL LOCATION:

"Nehalem River Bridge Section"

GENERAL DESCRIPTION OF WORK:

Preliminary Engineering

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

PRELIMINARY ENGINEERING TO DETERMINE

- [ ] LOCATION ONLY
- PRELIMINARY ENGINEERING FOR SURVEY AND PLAN
- [XX] PREPARATION : TEC NTE $20,000 - F..F $15,650
- [ ] OTHER (Specify)

- [ ] ACQUISITION OF RIGHT OF WAY
- [ ] CONSTRUCTION [illegible] FOR PROJECT
- [ ] OF PLANS
- [ ] CONSTRUCTION [illegible] BASED ON AN APPROVED PROPOSAL AND ESTIMATE, AND

REMARKS

As requested in Mr. Swan's 12-13-77 letter.

NOTED
F. B. KLABOE

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
12-16-77	[signature]	for Division Administrator

FORM PR-1240 (REV. 8-70) EXISTING STOCKS OF FORM PR-1240 (REV. 6-68) WILL BE USED

U.S. GOVERNMENT PRINTING OFFICE: 1970—626-787

9461

Form FHWA 121 (Rev. 5-73)

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem, Oregon 97308

DATE: December 5, 1977

In reply refer to: HEC.3-OR

SUBJECT: Oregon Project No. RF-180(28)
Nehalem River Bridge
Final Negative Declaration

FROM : G. L. Green, Division Administrator

TO : Mr. H. S. Coulter, State Highway Engineer
Salem, Oregon

Attached is a copy of the subject declaration which I have concurred in. The original document has been forwarded directly to Mr. Gary Potter in the Environmental Section.

G. L. Green

Attachment

cc:
C. Laux, Proj Mgt
G. Potter, Env Section

RECEIVED
TECHNICAL SERVICES
DEC 6'77
REFER TO
FOR
Info | Inves | R/D | B/R | Sign | Act | File

RECEIVED
STATE HWY ENGR
DEC 6'77
REFER TO
FOR
Info | Inves | R/D | B/R | Sign | Act | File

Final Negative Declaration
Nehalem River Bridge
Oregon Coast Highway #9 (US101)
Tillamook County, Oregon

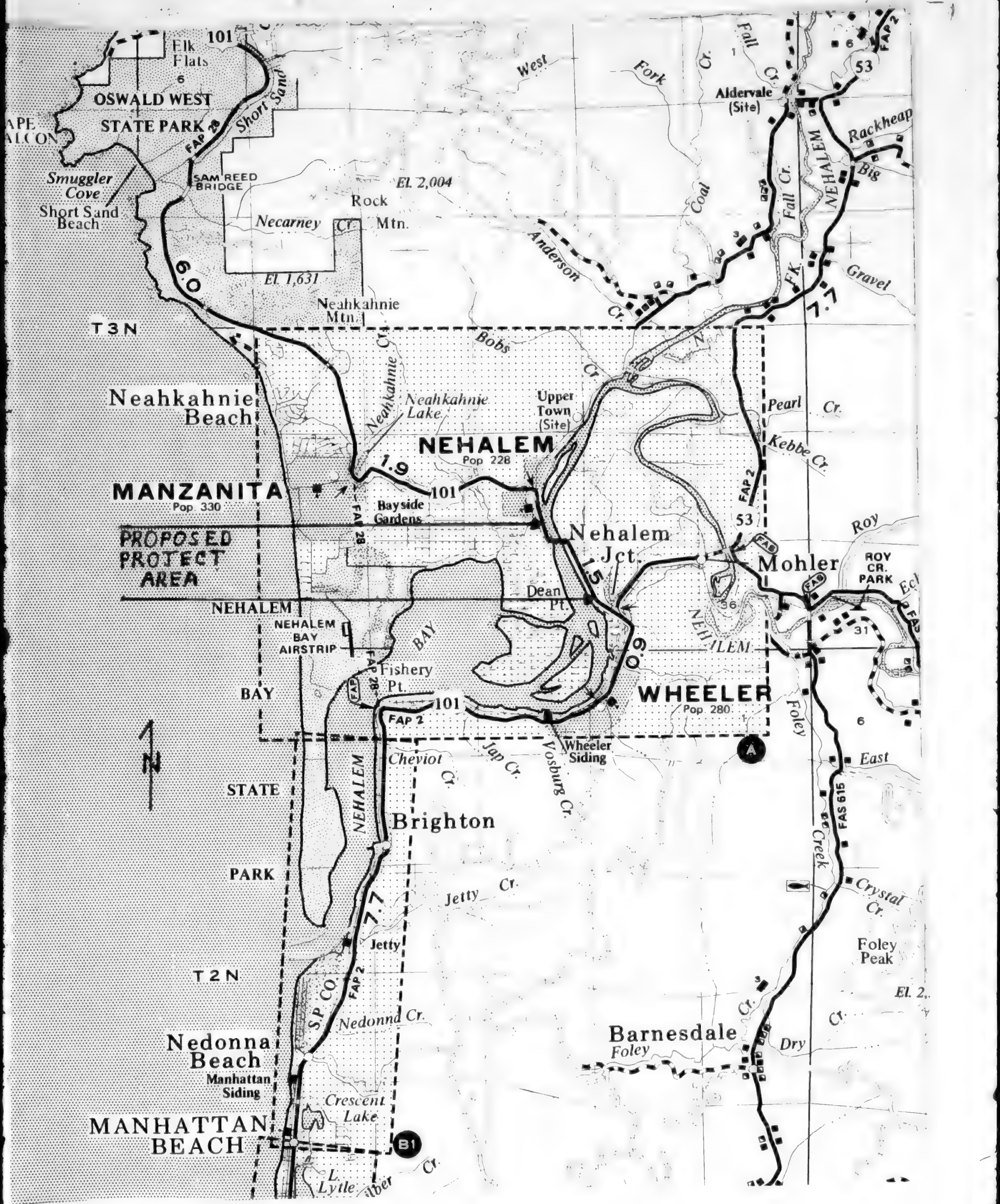
DESCRIPTION OF THE PROPOSED ACTION

The proposed action provides for the replacement of an existing, hazardous highway bridge over the Nehalem River at river mile 1.1 upstream from the confluence with Nehalem Bay. Construction would occur between mile posts 45.4 and 45.8 on the Oregon Coast Highway; project length would be about .4 mile.

A two-lane bridge (12-foot lanes with 8-foot shoulders) with a walkway is proposed. The bridge would be a fixed-span providing at least the same horizontal and vertical clearances for river traffic as the existing bridge. Existing vertical clearance for vessels is about 15 feet at high tide (extreme high water) and about 28 feet at low tide. Vertical clearance of the new bridge will probably exceed that of the existing bridge (in its closed position) although the final design and bridge height have not yet been determined. Three alternative new alignments were considered, each of which would require right-of-way acquisition. The existing bridge would continue to carry traffic through the construction period and would be removed after completion of the new bridge. The replacement of the bridge requires some realignment and widening of the north and south approaches to the bridge. The approaches would also have 12-foot lanes and 8-foot shoulders.

All three alternatives require extensive fill (up to 175,000 cu. yds.) for the eastbank approach to the bridge to raise the grade for a wider approach.

Any expansion or relocation of the existing approaches would take place on the side away from the river and its tidal fringes, except at the crossing site. The bridge abutments and pilings may encroach on the river's tidal fringe, but the bridge will be designed and constructed to minimize the disruption of the tidal


Elk Flats
6
OSWALD WEST STATE PARK
APE ALCON
Smuggler Cove
Short Sand Beach
101
Short Sand
FAP 2
SAM REED BRIDGE
El. 2,004
Rock
Necarney Cr.
Mtn.
El. 1,631
Neahkahnie Mtn.
6.0
T3N
West Fork
Fall Cr.
Aldervale (Site)
53
FAP2
Rackheap
Big
NEHALEM
Fall Cr.
Coal
Anderson Cr.
Fk.
Gravel
Bobs Cr.
Neahkahnie Cr.
Neahkahnie Beach
Neahkahnie Lake
Upper Town (Site)
NEHALEM
Pop 228
1.9
MANZANITA
Pop 330
Bayside Gardens
FAP 28
PROPOSED PROTECT AREA
Pearl Cr.
Kebbe Cr.
Roy
Nehalem Jct.
1.5
Mohler
ROY CR. PARK
FAS
Dean Pt.
NEHALEM
NEHALEM BAY AIRSTRIP
BAY
Fishery Pt.
6.0
WHEELER
Pop 280
Foley
31
36
BAY
101
FAP 2
Wheeler Siding
Cheviot Cr.
Jap Cr.
Vosburg Cr.
East
STATE
PARK
Brighton
NEHALEM
7.7
Jetty
Jetty Cr.
FAS 615
Creek
Crystal Cr.
Foley Peak
T2N
S.P. CO.
FAP 2
Nedonnd Cr.
Nedonna Beach
Manhattan Siding
Crescent Lake
MANHATTAN BEACH
L. Lytle
Barnesdale
Foley
Dry Cr.
A
B1

fringe. The riverbank under the bridge would be riprapped and revegetated to protect the bridge and channel from erosion during high water flows.

Construction of this proposed action would require permit-granting actions by various concerned agencies including:

U.S. Coast Guard for bridge permit
U.S. Army Corps of Engineer's for Sec. 404/10 permit
Oregon Division of State Lands permit
Oregon Dept. of Geology and Mineral Industries permit
Tillamook County Zoning Variance
Port of Nehalem

NEED FOR THE PROJECT

The existing bridge is a swing span structure built on a concrete pier and timber pilings in 1923. The swing span has not been opened for over 15 years and, in accordance with a 1972 Coast Guard permit, need not be opened. The permit does specify that the swing span be put back into operation within 6 months, if the Coast Guard so directs.

Two navigable channels beneath the swing span each provide about 77 ft. of horizontal clearance for vessels. The original channels have been constricted from 92 ft. to 77 ft. by placement of extensive riprap around the piers/pilings for erosion protection.

Highway 101 carries almost all of the north-south coastal traffic. In the study area, it has two 10-11 ft. paved lanes with variable-width gravel shoulders. The north and south approaches to the existing bridge are narrow, banked, and sharply angled (80^{o}). The bridge has a horizontal clearance for vehicles of 19' 2" and a vertical clearance of 14' 8".

The west-bank highway going into Nehalem gives access to several closely-spaced homes and businesses. This condition, the narrow roadway, abrupt bridge approach curves, and limited sight-distance produce a very undesirable traffic situation.

The ADT on the bridge in 1975 was 3400 vehicles (7.5% of this was truck/bus traffic). The peak daily traffic occurs during the summer tourist season and exceeds 9000 vehicles per day. The 1995 predicted ADT is 5500 vehicles. About 12 school buses cross the bridge twice daily.

The existing bridge is too narrow to allow trucks/buses to pass simultaneously. When such a situation occurs, traffic backs up on the opposite bank until one vehicle is past and two-way flow can resume. This procedure is accomplished expeditiously by local public but is slow and halting with summer tourists and large recreational vehicles.

There have been 9 reported accidents (involving injury or more than $200 damage) on the bridge or its approaches during a three-year period, beginning January 1, 1974. This equates to 6 accidents per million vehicle-miles travelled on the roadway. The statewide accident average for primary highways (in rural areas) is 2.0 accidents per million vehicle-miles travelled. In addition, many of the accidents on or near the bridge are minor sideswipes which are not reported.

The replacement of the Nehalem River Bridge has the endorsement of the city and county councils and CTIC. The project is considered an important part of the region's transportation plan and will be included in the Comprehensive Plan.

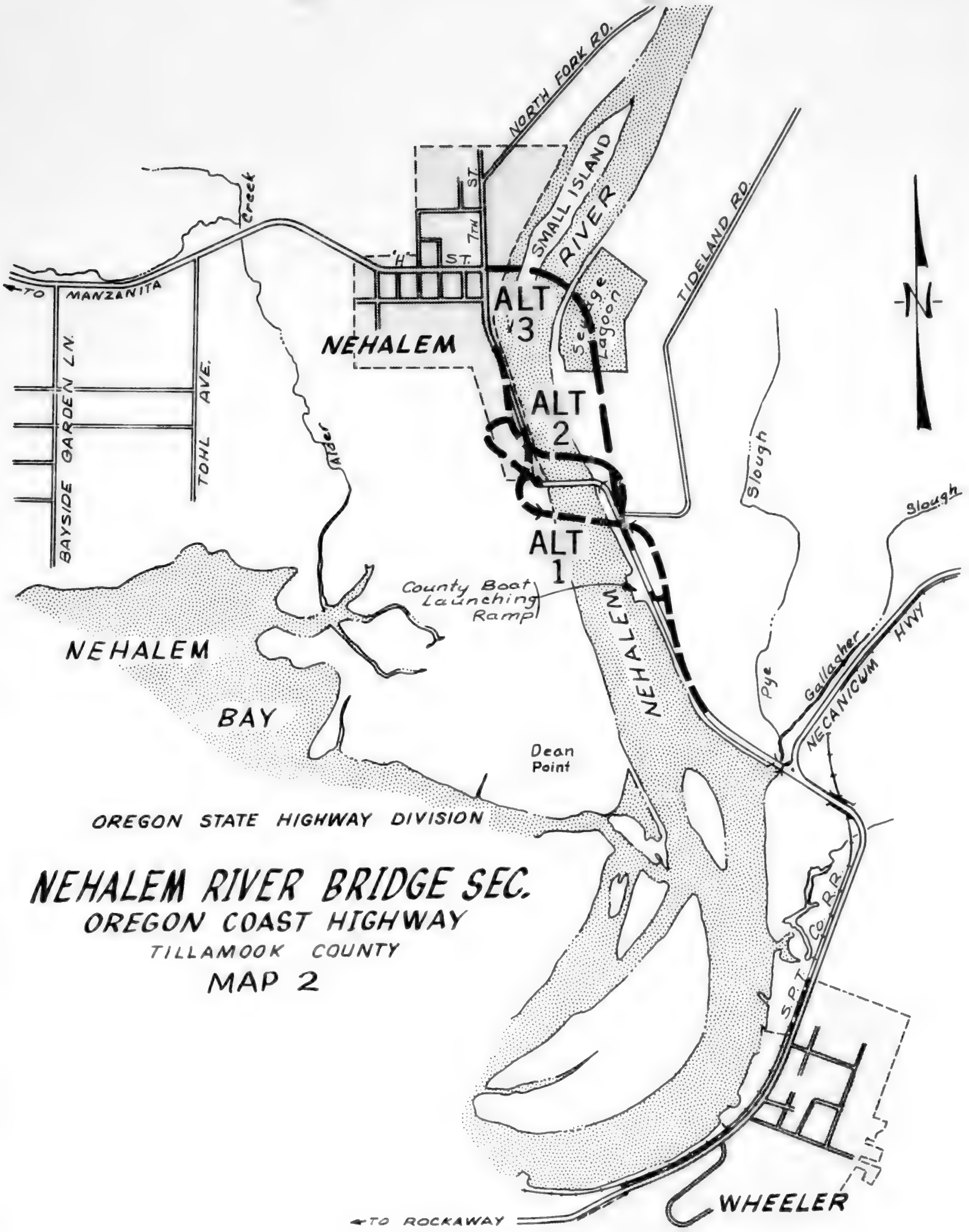
PROJECT HISTORY

Field survey work on the replacement bridge proposal began in 1974. A new alignment was studied just downstream from the existing bridge because such a location seemed to be least disruptive. Two other alignments were also studied--one just upstream from the existing bridge and another about 2600 feet upstream at the "H" Street intersection in Nehalem. The downstream alternative (Alt. 1, the chosen alternative) would lend itself to a possible, future bypass south of Nehalem--a historical transportation topic of discussion. There are no plans to construct a bypass south of Nehalem in the foreseeable future. However, construction of a new bridge is needed now for traffic safety reasons. In order to preserve the bypass option for future consideration, Alternative 1 would incorporate a bridge location and design to allow the bypass to be built in the future without necessitating building a new bridge.

ALTERNATIVES CONSIDERED

Alternative 1 (The chosen Alt.): This alternative would locate the bridge about 400 ft. downstream from the existing bridge. Connections to the existing US 101 are shown on Map 2. The east bank approach would be realigned to the east in order to avoid the protected tidal shorelands of the river and the county boat ramp/lot. The west bank curve avoids extensive cutting into the adjacent west hills. The resulting, near-perpendicular river crossing is shorter, therefore less costly, and more acceptable to navigation interests. Bridge length would be about 1030 feet. Both the east and west approaches would be elevated above the present US 101 grades since the new bridge would be higher to provide more clearance above the river. The east bank approach would require about 100,000 cu. yds. of fill material. The west bank approach cut section would produce about 50,000 cu. yds. of excess material. Tideland Road would be reconnected to the new alignment.

Alternative 2: This alternative would locate the bridge about 200 feet upstream from the existing bridge. The bridge would be about 900 feet long. The west approach would curve into the steep hillside causing a substantial cut. In order to reestablish access to Riverside Drive on the west bank, a new frontage road would also have to be located in the cut section further increasing the size of



OREGON STATE HIGHWAY DIVISION

NEHALEM RIVER BRIDGE SEC.
OREGON COAST HIGHWAY
TILLAMOOK COUNTY

MAP 2

the cut. This cut would generate about 250,000 cu. yds. of excess material; the east bank approach would require about 100,000 cu. yds. of fill. Both of the new approaches would be elevated above the present 101 grades.

Alternative 3: This alternative would locate the new bridge about 2600 feet upstream from the existing bridge. The new alignment on the east bank approach would curve accross the southwest corner of the new sewage lagoon complex. As in Alternatives 1 and 2, both the east and west approaches would be elevated above present 101 grades. The east bank approach would require about 100,000 cu. yds. of fill; the west bank approach would also require fill to raise the "H" Street ramp up to grade for the bridge abutment. A pier for the bridge would set down on Small Island. A bridge at this location would be about 1450 feet long which contributes to a very high project cost for Alternative 3. Relocation of the sewage lagoon complex is also very costly.

The study of the "H" Street Alternative (Alternative 3) has shown it could cause significant environmental impacts at a very high project cost as summarized in Table I (P. 11a). Since the citizens of Nehalem and surrounding communities, and all of their governing bodies recommend against this alternative, the Oregon State Highway Division no longer considers it a reasonable choice for the bridge replacement.

Alternative 4, No-Build: This alternative would continue the use and maintenance of the existing US 101 bridge. As stated earlier, the safety of vehicular and river traffic has declined with the existing bridge due to increasing traffic, substandard design, and increasing maintenance problems. The residents of Nehalem and surrounding communities and their governing agencies are overwhelmingly in favor of replacing the existing bridge. The no-build alternative presents severe traffic management and safety problems.
Rebuilding bridge on existing alignment: This also cannot be considered feasible since the existing bridge carries all north/south-bound traffic on the Coast. It cannot be closed for rebuilding without monumental disruption of traffic and extreme detours to the north and east. In addition, the existing approach alignments have severe curves which cannot be improved without incurring worse impacts than those associated with Alternatives 1, 2, or 3.

Of the three build alternatives considered, Alternative 1 was chosen for further project development for the following reasons: (1) It has the support of the community and the Citizen's Advisory Committee; (2) It generally causes the least impact to the environment; (3) It improves the river hydraulics; (4) It maximizes navigation clearance; and (5) Is compatible with a future bypass facility of Nehalem.

DISPOSITION OF FILL/EXCESS MATERIAL

The east bank approach (with all 3-build alternatives) would require special treatment to stabilize the unconsolidated foundation soils. This treatment could include such techniques as subexcavation to a stronger base, placement

of rock columns in the fill for support, or use of embankment counterbalance to balance the pivotal weight of the road fill. Present estimates of fill for the east approach (all alternatives) is about 100,000 cu. yds. In addition, up to 75,000 cu. yds. may be necessary to construct a counterbalance as shown in the accompanying diagram.

Of this 175,000 cu. yds. of fill, 50,000 could come from the west bank cut section with Alternative 1 or, all of it could come from the 250,000 cu. yds. cut with Alternative 2. In addition, a private source of fill material is located just south of the project area about ½ mile southeast of the US 101 - OR 53 junction. This is an active fill excavation at this time. A county zoning variance would be required if this site is used. A temporary haul road would be constructed (easement required) to transport the fill the half-mile onto US 101, there to be trucked north to the east approach site. All sources of fill material would be contoured and revegetated after use to restore the visual quality and prevent erosion (if agreeable to owner).

The excess material generated by the cut in Alternative 2, were it built, could have been contoured and revegetated at an adequate disposal site or the contractor could have elect to use the material on another project. A possible site for disposal of the excess material could have been the privately-owned

area to the southwest of the existing bridge. Drainage in this area is away from the river and toward the Bay, but the gentle slope of the ground in this area could have inhibit erosion and encourage revegetation. There would have been no encroachment on the tidal wetlands on the north shore of the Bay. Any such disposal site would have required an easement by the owner; the site would have been contoured and revegetated; and, temporary and permanent erosion control measures would have been mandatory.

Disposal of the excess material in Alternative 2 was a negative factor working against its selection as the preferred alternative.

Possible rock material sources for the roadway subgrade and surfacing include:

1) several commercial sources in the Nehalem area;

2) a state-owned quarry on the north slope of Neahkahnie Mtn;

3) a county-owned quarry about 3 miles north of Nehalem on Anderson Creek.

PUBLIC INVOLVEMENT IN PROJECT DEVELOPMENT

A Citizen's Advisory Committee was appointed in March 1975, in accordance with the Oregon Action Plan for Transportation Planning, to obtain public participation in the early stages of development of the project. The committee members reflect a cross-section of persons living, working, and owning property in the study area. The Committee proved to be very active and successful in obta ining community input on the proposed action as evidenced in the personal correspondence received from local citizens. The Committee held many coordinating meetings with the Highway Division staff, local governing agencies, interest groups, and private citizens.

DESCRIPTION OF THE EXISTING ENVIRONMENT

Natural Resources

The predominant natural features in the area include the Nehalem Estuary covering 2,878 acres, one of Oregon's seventeen estuaries, and the Nehalem River Basin. Tidal influence extends 8.6 miles upstream in the river-well above the project site at river mile 1.1.

The estuary includes extensive marshes and tidelands and beach/dune complex. It provides year-round recreation and attracts over 140,000 visitors annually--one of the highest seasonal use rates recorded along the entire Oregon Coast. Nehalem Bay receives about 2,700,000 acre-feet of fresh water annually from the Nehalem River Basin drainage (119 miles long) to the north and east of the Bay. Precipitation in the area averages 85 inches along the coast and up to 150 inches on the higher, forested areas to the northeast and east of the Bay (90% forested).

Nehalem Bay is a very productive estuary supporting large and varied populations of marine/brackish organisms. The Estuary is a feeding, resting, and wintering area for waterfowl in western Oregon. A 1.5 sq. mi. area in the southeast part of the Estuary is winter range for black-tailed deer and Roosevelt elk. The Nehalem River is equally productive. The Bay and River support large populations of algae, aquatic plants, zooplankton, crustaceans, mollusks, annelids, fish, and waterfowl. Organisms typically found in the tidelands and channels of the Bay and River include flounder, sole, perch, rockfish, salmon, trout, herring, greeling, anchovies, sculpin, ling cod, crab, shrimp, and clams. Shellfish are most prominent in the Bay with limited populations in the River.

Several species of migratory fish are found in the Nehalem System including fall chinook, coho, and chum salmon, winter steelhead and cutthroat trout. Coho salmon spawn in Lost Creek well upstream from the proposed project site; chum salmon and anchovies spawn in the River downstream from the project site. These migratory

species spawn from late summer through early winter. The peak recreational fishing season is July through October.

In the vicinity of the project site, the east short of the River has been diked to control tidal flooding of the large floodplain/wetland of the River. Later, the south approach to the existing bridge was built atop this dike. The fertile land to the east of the dike is now used as excellent dairy pastureland. The soils are unconsolidated floodplain silts and sand with high humus content and high water table. The soils are classified as Class IV soils by the U.S. Soil Conservation Service; there are no prime or unique agricultural lands in the project area. The pastureland behind the dike was an important tidal wetland before it was diked. Extremely high river levels, such as occurred in 1972, can overflow the area despite the dike and a tide gate on Gallagher Slough which drains the diked area into the Bay.

The land form of the study area is primarily flood plain on both sides of the River. Gent le hills enclose the town of Nehalem on the west riverbank about 1.5 miles north of the Bay. Elevation increases to the northwest up to Neahkahnie Mt. (El. 1631). The terrestrial habitat is largely agricultural/pasture land or wooded uplands with mixed stands of Douglas fir, shore pine, hemlock, spruce, cedar, holly; scattered deciduous trees include alder, oaks, maples, shrubs such as trailing blackberry and himalaya berry, native grasses and ferns.

There are no endangered or threatened species or critical habitat for such species in the project area.

DESCRIPTION OF THE EXISTING ENVIRONMENT

Social/Economic Resources

The Nehalem Bay area has remained one of the least developed of the State's estuaries. The area enjoys a rural isolation that is becoming increasingly rare along the coast as larger population centers become more crowded. It is likely that the Nehalem Bay area will increasingly experience more intense development with its attendant pressures on the Bay and River resources.

The town of Nehalem (pop. 265) is located on the west bank of the River about 1.5 miles north of the Bay. Highway 101 is the main traffic artery serving Nehalem and the entire Oregon Coast. When exposed to high tides and high river levels, the River has overflowed the "H" - Front Street intersection of US 101 in Nehalem causing traffic to detour to other streets.

The narrow riverbank side of US 101 entering the town from the south is fully developed with private residences, vacation homes, and a few commercial buildings (notably marinas). The landward side of 101 fronting the west hills is fully developed for about 2 blocks south of the town center ("H" St.) but abruptly changes to a moderately steep, wooded hillside south to the existing bridge. South of the existing bridge the west hills fall back from the riverbank and the land gently slopes down toward the north shore of the Bay. Two private residences occupy this land immediately south of the bridge, then undeveloped land and tidal wetlands which border the north shore of the Bay.

Nehalem has a relatively stable population; like other coastal towns, a large percentage of the residents are retired. Income is also stable. New development in and near the town has been minimal. Ninety percent of the homes are private-single family; a few are rentals; many are mobile homes.

The North Tillamook County Sanitary Authority operates a recently-constructed sewer system and treatment lagoon complex serving Nehalem and Manzanita (the system could also be extended to nearby communities in the future). The new sewer system will probably encourage new development in the area; however, any substantial new development would also require additional potable water sources to supplement the existing town supply (Bob's Creek).

Local businesses in Nehalem are oriented toward providing goods and services to residents, tourists, recreational public, dairy farmers, and the lumber/wood products industry.

SUMMARY OF ENVIRONMENTAL IMPACTS

	Alternative 1	Alternative 2	Alternative 3
Pastureland	15.4 acres	5.0 acres	17.4 acres
East Riverbank Tidal Fringe	60 feet	60 feet	60 feet
Nehalem River & Tidal Wetlands	Temp. Constr. Impacts See P. 11	Temp. Constr. Impacts See P. 11	Temp. Constr. Impacts See P. 11
West Riverbank Tidal Fringe	60 feet	60 feet	60 feet
Wooded Hillside	5 acres	7 acres	None
Homes	3	4 Permanent 6 Vacation	None
Businesses	None	1	2
Public Facilities	None	None	7.4 acres Treatment Lagoons
Historic Resources	None	None	None
Recreational Resources	Temp. Constr. Impacts See P. 17	Temp. Constr. Impacts See P. 17	Temp. Constr. Impacts See P. 17
Visual Resources	Minor Negative Impact	Moderate Negative Impact	Substantial Neg. Impact
Flood Hazard	Net Improvement	Net Improvement	Net Improvement
Geologic Hazard	E. Riverbank Soil Unconsolidated	E. Riverbank Soil Unconsol. & Potential Old Slide Movement	E. Riverbank Soil Unconsolidated
Air Quality	Net Improvement	Net Improvement	Net Improvement
Noise	No Change	No Change	Net Improvement
Project Cost (1975)	$ 3.63 mil.	$ 3.56 mil.	$ 5.24 mil.

-Unavoidable negative impacts not common to all alternatives

Alt. 4 - No Build is existing conditions with no new impacts

Table 1

Hospital services are provided the Nehalem residents by a small hospital and clinic in Wheeler, about 2 miles south on US 101. An emergency first-aid/ ambulance service is provided by the Nehalem Volunteer Fire Dept. These emergency vehicles must use the US 101 bridge or else use slow, crooked roads which present a 6-mile detour.

The resources of the Bay and River provide many attractive recreational opportunities to local people and visitors. Several state, county, and local parks and beaches provide fishing, boating, swimming, picnicing, and camping facilities. Recreational traffic accounts for 99 percent of the river traffic (mostly in summer and fall).

Present commercial river traffic includes a barge-mounted pile driver and a dredge which dock upstream from the bridge. The pile driver can pass under the existing bridge only at low tide and with its boom lowered. Except for an infrequent, large sailboat, recreational boats pass under the bridge with no problem. Due to the Bay's shallowness and ocean bar, few commercial fishing boats frequent the Bay or River. Navigation on the River is possible as far as 8 miles upstream from the Bay.

IMPACTS OF ALTERNATES - MITIGATIONS TO REDUCE IMPACTS See Summary of Impacts Table p. 11a

Estuarine Ecology

The main impacts to the Bay and River ecology would be temporary and confined to disturbance during construction of any of the 3 alternates. This includes disturbance and suspension of bottom sediments when the new piers and abutments are placed and when the old bridge is removed (blasting of the old swing-span pier off its foundation will probably be necessary). Turbidity would temporarily increase downstream from these activities and dissolved oxygen levels would correspondingly decrease. These effects are temporary, would not extend far downstream, and would not affect the Bay.

The excavation of material from the river bottom prior to placement of the new bridge piers has potential for substantial impact on the important tidal fringes of the river downstream. The excavated material could probably be very fine and highly organic. These sediments could contain toxic or hazardous materials (such as organic sulfides). If present, this type of material would have to be carefully removed to control its dispersion in the river. The action would be closely coordinated with the Department of Fish and Wildlife, which recommends that in-stream work be done during the months of late June through August.

Disposal of the excavated material would have to occur in a containment area where the material could not wash away and pollute any drainage into the Bay or River. A likely disposal method could be to incorporate the material into the topsoil which would be used to contour and revegetate the approach section fill. Regardless of the disposal site, proper containment and stabilization would be assured.

The removal of the old bridge and its riprap protection would have much the same potential for disturbance of bottom sediments. To minimize this problem the wooden pilings would be cut off at the river bottom level; the swingspan pier would probably be blasted off its foundation (the Department of Fish and Wildlife indicates that if done currectly, and in late June the impacts of blasting would be minimized); and the truss structure would be removed from the riverbottom.

The substantial construction activity in the River could interfere with the spring and fall fish migrations. All of these construction disturbances will be minimized with proper timing and construction phasing in coordination with the Department of Fish and Wildlife.

Since the old bridge will be removed, there will be no net loss of bottom habitat. The River cross-section should improve with removal of the old bridge and its considerable riprap protection. The hydraulic flushing potential of the river should improve with all alternatives except the No-Build.

None of the three build alternatives would affect any wetlands.

Pastureland

All 3 build alternates would require acquisition of some high quality pastureland. This land use sustains the greatest direct impact from the proposed action. During early review of the proposed action, the Oregon Soil and Water Conservation Service indicated that the effects of the proposed action on pastureland, although measurable, would be acceptable. The pastureland required constitutes less than 5 percent of the pastureland in the project area.

Wooded Hillside

Alternates 1 and 2 would require acreage on the west bank, which is now privately-owned, undeveloped, wooded uplands. While this does provide some terrestrial wildlife habitat, it is a common habitat found along much of the hills up to Neahkahnie Mtn. The use of this limited amount of woodland is not viewed as significant. Revegetation of the right-of-way may enhance the edge effect of the habitat increasing the diversity of plants and animals in the area. The owner's proposed plan to develop the area for residential use would also modify the woodland habitat.

Relocations of Homes and Businesses

The number of dwellings, businesses, and land that would be required for the proposed action varies with each alternative (see Summary of Impacts Table I). The residents who would be affected by the chosen alternative (Alternative 1) are an elderly widow who would experience some encroachment. Two young single men who are renters would be displaced. No business would be displaced by Alternate 1.

Alternate 2 would have displaced one single person, 3 families, and one business. Two of the families are retired couples living on the west riverbank. The third family is a couple who own the L & L Marina, the business which would also be displaced. There are also two riverbank vacation homes and four floating boat houses. The boat houses, used for storage of boats could possibly be moved to new locations.

Alternate 3 would have required acquisition of two businesses-a restaurant and an antique store. The new sewage treatment lagoon complex would also have to have been at least partially acquired and relocated if Alternate 3 were constructed. With all alternatives, each displacee (upon request) would be assisted in finding a new home and/or business location in the nearby area. A preliminary survey indicates adequate replacement housing is available in or near Nehalem. Reasonable reimbursement for acquisition and relocation would be given the displaced individuals, families, or businesses. Relocation benefits (See App. 2) were outlined at the public hearing.

No minority persons would be affected by the project.

Visual Resources

The view of the Nehalem Bay and River area, including the town, is a prime attraction to residents and visitors seeking this coastal scenery. The

view of this landscape is important to travelers of US 101; likewise, the view of the road and bridge should not interfere or detract from the visual enjoyment of residents and other off-the-road viewers.

Some elements of the three build alternatives which could affect these visual requirements include: the design of the bridge substructure, pier type and placement; abutment, wingwall, and parapet design and texture; curvature of the bridge and approach roadways and the arrangements of local access intersections; and, contour sloping and landscaping of the appoach fills.

Although these elements cannot be adequately addressed until the final design stage is undertaken, they are recognized as an important part of the decision-making process on the proposal. Recommendations will be considered in the bridge architectural study which results in a final architectural design for the new bridge.

At present, the majority of residents and the CAC feel that the downstream alternate (Alt. 1) would be the least disruptive to the visual setting, the view of and from the town. On the other hand, they feel the "H" St. alternate (Alt. 3) would disrupt Small Island at Nehalem which is valued by the residents as a natural, scenic background with old pilings and riprap from pioneer days and old growth timber.

The new bridge may be somewhat higher than the existing bridge, and in order to approach the bridge safely, the approach sections would also be elevated on fill. These characteristics would cause the bridge to be more visible than the existing bridge. However, the bridge would not have a truss structure which would aid in reducing its visual impact.

Historic Resources

Coordination with the State Historic Preservation Office indicates that the proposed action would have no effect on any known site of historic, archeological, or cultural significance (see App. 1). There are no sites in the project area listed or eligible for the National Register or Statewide Inventory of Historic Sites and Places. A detailed investigation and survey of the project area will be conducted by the University of Oregon Museum of Natural History to determine if there are any undiscovered artifacts of archeological or paleontological significance. Any such find would be salvaged or protected to insure proper recovery and study in coordination with the State Historic Preservation Office. Standard Spec. 105.13 - Preservation of Historic Objects is a part of all highway construction contracts and assures protection and preservation of artifacts found during construction. Nehalem residents are rejuvenating parts of the waterfront area to enhance its old town character. Alternate 3, the "H" St. alternate, could disrupt these efforts somewhat and could disrupt Small Island with its semi-historic value. These are factors in the town's support of the downstream alternative (Alt. 1).

Recreational Resources and Traffic Disturbance

Since road traffic would remain on the existing bridge during construction, only minor disruption of recreational traffic is anticipated. Some small delay could be expected when fill material is hauled on the existing US 101. This would be for a short distance and would be timed to minimize traffic disruption. Fill may also be transported across the bridge from the cut to the fill site. This would probably have to be accomplished between 10 p.m. and 6 a.m. to minimize traffic disruption.

Since construction of the bridge in the river will occur through the summer season, there is potential for disturbance of recreational traffic on the river. This can be minimized with proper timing and coordination. Construction sites will be signed and will not create a hazard to boaters.

A walkway/bikeway will be included on the bridge to serve pedestrians. The shoulder of the bridge approaches will also serve as a Class III bikeway.

Flood Hazard

Local citizens, the Port of Nehalem, and Corps of Engineers have expressed concern that the existing bridge, with its riprap protection, has caused constriction of the river channel below Nehalem. Also, in the past, floods have overflowed the riverbanks at Nehalem. These concerns have been taken into account in this proposed action which would remove the existing bridge and riprap to restore the original channel. The reduced pier volume of the new bridge should also improve river flow.

Geologic Hazard

There is an old slide area about 400 ft. north of the existing bridge on the west bank wooded ridge. Although there has been no recent movement of this slide, construction of the upstream alternative (Alt. 2) would have cut away part of this area possibly causing disturbance of the slide equilibrium. The area is

not particularly massive or beyond available control mechanisms such as slope stabilization or benching. It is recognized as a potential problem.

Another geologic hazard of the area, common to all three build alternatives, is the unconsolidated soil of the river floodplain on the east side of the river which has a high humus content and high water table. Preliminary design studies indicate that early placement of the fill material on the east bank approach will be necessary to allow the fill to settle prior to paving and constructing the bridge. If further soil studies indicate that this foundation material does not have enough strength to support the fill material, special foundation strengthening design options may be required to adequately strengthen the east approach foundation. Examples of such a design options are mentioned on p. 5. Any exposed fill material left for a time to settle will be protected from erosion by temporary and permanent erosion control measures to be taken soon after placement of the fill.

Air Quality

Ambient air quality in the Nehalem area is considered to be excellent because of few pollutant sources and unstable atmospheric conditions. Existing and predicted traffic volumes are well below those for which an indirect source permit would be required. A new bridge would eliminate the congested traffic and stop/start delays of the existing bridge. The proposed action should improve air quality in the area.

Noise

Field measurements of existing noise, for peak hour (summer weekend) traffic volumes in 1976, show an L_{10} noise level of 76 dBA at 50 ft. from the centerline of US 101 bridge approaches. The 1996 predicted L_{10} level is 80 dBA

with or without the new bridge. The 70 dBA L_{10} contour line for 1976 traffic is about 200 ft. from centerline; the same noise level (70 dBA) is experienced at about 400 ft. from centerline for 1996 traffic.

Alternate 1 (the chosen Alt.) would require acquisition of 3 residences nearest to the new west bank approach and, therefore, most sensitive to the closer noise. All other receptors would be at an equal or greater distance form the new approach section than the existing 101 and, therefore, would not be additionally impacted by noise from this alternate.

Alternate 2 would also have acquired some noise sensitive receptors, and the remaining residents would have been less impacted from the new approach than the existing US 101.

Alternate 3 would have provided a net improvement to noise levels along Front St. which carries US 101 traffic at present. With Alternate 3, all of this traffic would have been carried on a new bridge at "H" St. The river shoreline near the bridge would experience a noise increase but the increase would be much less than the reduction to be gained on Front St.

Coordination with the Public and Agencies

Many letters have been received from interested citizens of Nehalem and the nearby area concerning the proposed action. The great majority of these individual letters support the replacement of the existing bridge and prefer the downstream alternative (Alt. 1). The Citizen's Advisory Committee for the proposal also supports Alternative 1.

From the Oregon Notification and Project Review (A-95) process, it has been determined that no significant conflict with plans, policies, or programs of State government should occur with implementation of the proposed action.

Coordination meetings have been held with various concerned agencies including the U.S. Army Corps of Engineers, U.S. Coast Guard, U.S. Fish and Wildlife Service, Oregon Department of Fish and Wildlife, Oregon Division of State Lands, Tillamook County, and the City of Nehalem. Some of these agencies have suggested modifications to improve or lessen the impacts of the proposed action. Many of these suggestions have been incorporated into the proposal.

A combined Oregon Department of Transportation and U.S. Coast Guard public hearing was held on the proposed action on September 8, 1977, in the City of Nehalem. There were forty-two persons present of which eleven testified at the hearing, and two individuals submitted comments in written form. Generally, Alternative 1 (the chosen alternative) was favored by the persons testifying.

The primary concern at the hearing was for the well-being of a 90-year-old woman who is located on the west bank of the approach of Alternative 1, and who would be affected by the proposal as a result of encroachment. Also of concern was the reduction of prime pastureland on the east bank of the proposed approach.

An evaluation of the above concerns and the proposed action resulted in the conclusion that altering the location and preliminary design of Alternative 1 (the chosen alternative), thereby increasing the structure length and costs, reducing navigational clearances, and increasing river hydraulics impacts would not be beneficial in lieu of less or no encroachment on the affected properties.

BASIS FOR NEGATIVE DECLARATION ON THIS PROPOSAL

In assessing the effects of this proposed action, the Oregon Department of Transportation has concluded that the impacts associated with the proposed action (Alternative L) are not widespread and can be mitigated to minor levels. Coordination with concerned agencies and the public has verified this conclusion.

Further, the positive effect of a new bridge on traffic safety outweighs the negative environmental impacts.

The Oregon State Department of Transportation concluded that this project constitutes a major action as defined in the Federal Aid Highway Program Manual, volume 7, chapter 7, section 2, and that implementing the proposed action will not have a significant impact upon the quality of the human environment of a magnitude to require the processing of an environmental impact statement.

Concurred in by:

E J Schuetz
Technical Services Engineer

11-21-77
Date

J. V. Capelli
FHWA Division Administrator

12/5/77
Date

Appendix 1

ROBERT W. STRAUB
GOVERNOR

Department of Transportation

STATE HISTORIC PRESERVATION OFFICE

Parks and Recreation Branch

525 TRADE STREET S.E., SALEM, OREGON 97310

May 27, 1977

Pieter Dykman, Research Coordinator
Environmental Section
412 Transportation Building
Salem, Oregon 97310

RE: Nehalem River Bridge Replacement
U.S. Highway 101
Tillamook County

Dear Mr. Dykman:

This letter is in response to the cultural resources survey carried out to assess impact of the above mentioned project on historic and archeological sites. After a careful review of your proposal, we can offer the following information.

We feel that no historical resources of National Register listing or potential have been identified which are likely to be impacted by this project. We therefore feel that Public Law 89-665 and Executive Order 11593 have been complied with as far as historical resources are concerned.

Because this is a sensitive area for archeological resources, a reconnaissance survey is necessary in order to determine potential archeological sites. As required by law, the State Historic Preservation Office can then officially comment on the results of the survey and recommended salvage or other mitigation procedures.

Thank you for this opportunity to comment.

Sincerely,

Paul B. Hartwig

Paul B. Hartwig
Historic Preservation Coordinator

MB:ss

Appendix 2

SUMMARY OF THE ACQUISITION OF PROPERTY AND RELOCATION ASSISTANCE PROGRAMS

For this project, the acquisition and relocation assistance procedures are governed by the U.S. Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646), appropriate State relocation legislation, and U.S. Department of Transportation Order 5620.1.

The right-of-way program for this project is under the supervision of Mr. Perry Crosley, Region 2 Highway Office. Specific questions on right-of-way can be obtained by contacting the region office at the following address:

Region 2 Right of Way Office
Oregon State Highway Division
2960 State St.
Salem, Oregon 97310
Telephone: 378-2641

Any person, family or business displaced by a highway project is offered relocation assistance services for the purpose of locating a suitable replacement property. Relocation services are provided by qualified personnel in the regional right-of-way office. A relocation agent, assigned to the highway project, will contact personally each displacee and explain the services and benefits available in accordance with the displacee's eligibility. The agent can provide a current listing of comparable replacement properties which are within the financial means of the displacee, available on the open market, and "decent, safe and sanitary." Information is also available on Federal and State housing programs, loan programs, and other State and Federal agencies offering assistance to displaced individuals. The agent will assist in completing applications or claim forms for payments. All pertinent financial information concerning replacement housing will be explained.

In addition, the regional office maintains considerable data which may be of assistance to the displacee. Such data including local housing ordinances, open housing, building codes, social services, information on costs such as security deposits, closing costs, typical downpayments, interest rates and terms, VA and FHA insured loan requirements, real property taxes, consumer education literature on housing and various other subjects are available on request. Maps are available showing the locations of schools, parks, shopping areas, public transportation routes, etc.

It is the goal of the right-of-way personnel to be of service to the displacee and to assist in anyway possible to make the relocation easy and successful.

Summary information on the acquisition process and the relocation benefits is contained in two Oregon State Highway Division leaflets: "Acquiring Lands for Highways" (Form No. 81-734-3773, Rev. April, 1977) and "Moving Because of the Highway?" (Form No. 81-734-3772, Rev. March, 1977). These leaflets are reproduced herein.

When expanding or improving highway facilities in Oregon, the Highway Division has the task of acquiring rights-of-way. It is the aim and desire of the Division to obtain these necessary rights-of-way with fairness and equity to all.

The State is empowered to acquire private property for public use in order to provide the greatest good for the greatest number. With this power goes the obligation to protect the rights of the individual property owner. The Highway Division thus has a dual responsibility—recognition and protection of the individuals who are affected by acquisition of land and competent and efficient service to the public.

PUBLIC HEARINGS

Public hearings, when requested, are held during the location and design stages of a project. Such hearings afford each person or agency full opportunity for effective public participation to ensure that highway locations and designs are consistent with Federal, State, and local goals and objectives.

The first hearing is held after preliminary studies have been made on several possible corridor routes. The data gathered in the studies is presented at a "Corridor Hearing". During the course of the hearing, testimony from interested persons is recorded for study by Highway Division personnel and the Oregon Transportation Commission.

Upon selection of a corridor location by the Transportation Commission, a detailed survey within that corridor is made and a preliminary design plan developed for later presentation at a "Design Hearing". During the course of the survey, a Liaison Agent attempts to interview all property owners affected concerning the effect the proposed highway has on their ownerships.

The holding of "Design Hearings" provides all interested persons and public agencies an opportunity to present testimony for consideration of final highway design.

In an instance where a choice of corridors is not involved, such as in the case of an improvement project on an existing highway, a single "Combination Corridor - Design Hearing" may be held.

After all data and testimony have been studied, a final design is adopted by the Transportation Commission and the acquisition of necessary

rights-of-way is authorized. The parcels of property needed for the improvement will be described, and the right-of-way acquisition activities can commence.

APPRAISAL PROCEDURE

Highway Division appraisal procedures, which are designed to protect both the property owner and the taxpayer's dollar, call for an appraisal of every parcel of right-of-way. These appraisals are performed by a staff appraiser, a professional fee appraiser, or both. When business and commercial properties are involved, more appraisers may be assigned. The property owner or his designated representative will be given an opportunity to accompany the appraiser during his inspection of the property.

The appraisers consider every indicator of value. Their differences in findings, if any, are studied and reconciled. The results are checked by the Highway Division Right of Way officials and then approved for acquisition.

This thoroughness, plus the busy work schedules of the professional fee appraisers, explains the occasional delays between the time of the appraisal and the arrival of the Right of Way Agent.

THE RIGHT OF WAY AGENT

The Right of Way Agent who calls on the property owner has studied the appraisal and can illustrate with maps and other data how the right-of-way will affect the property. The Agent has been authorized to recommend a price and obtain an option to purchase the property, which option is subject to approval of his supervisors and the Oregon Transportation Commission. It should be noted that the Agent is unable, under the procedures governing him, to engage in "horse trading"; he is confined to those monetary values indicated by appraisal.

It is desirable to complete acquisition and transfer as soon as possible, but not at the expense of the owner's thoughtful consideration of the State's proposal.

MARKET VALUE

Before the initiation of negotiations for real property, the Highway Division will establish an amount which is believed to be just compensation and will make a prompt offer to acquire the property for the full amount so established. In no event will the

amount be less than the approved appraisal of the fair cash market value of the property. Fair cash market value may be defined as the price a willing buyer would pay for a property offered by a willing seller with neither party having any obligation to either buy or sell. This is known as the "willing buyer - willing seller" concept and is the basis for "market value".

In instances in which only a portion of a property is to be acquired, the compensation is based on either the value of the land taken and damages to the remainder, if any, or the "before-and-after" method. This means that the owner's loss is equal to the difference in the market value of his property before the State's acquisition and its market value immediately thereafter.

Any decrease or increase in the fair cash market value of the real property prior to the date of valuation caused by the public improvement for which the property is acquired, or by the likelihood that the property would be acquired for such improvement other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.

Property damage payments, under Oregon law, can be made only to those persons whose property is actually purchased or used by the State Highway Division.

MOVING IMPROVEMENTS

The law states that the property owner is entitled to money for his property; however, if he wishes to have his house or buildings moved, this may be done provided certain conditions are met.

The property owner must agree to such a move, and the total cost to the State must be less than a cash purchase.

The property owner must make his own arrangements for moving the building. The State is not able to undertake the work nor to contract the work for the owner.

PAYMENT

An understanding of the processing of a signed agreement and the payment by check will alleviate some of the concern about a seemingly delayed payment.

The option agreement must be approved by the Oregon Transportation Commission. After approval has been received, the property owner is notified of

acceptance and conveyance of the title and payment may proceed. No payment of State funds may be made until a warranty deed conveying clear title has been recorded in the appropriate County records.

Any encumbrances to the title, such as unpaid taxes, assesments, mortgages, outstanding leases, or the like, must be cleared by releases prior to preparation of a voucher. At the time the deed is available for recording, a voucher is prepared and forwarded to the Highway Division Controller for preparation of a check in payment for the property. Under normal circumstances, in which no cloud obscures the title, about four weeks elapse between the time a deed is received from the property owner and the time a check is mailed to him.

No person lawfully occupying real property shall be required to move from his home, farm or business location without at least 90 days' written notice. This notice will not be issued prior to the State's dispersement of payment for the property. In the event the property owner is unable to convey and clear title satisfactorily to the State, or in the event the State and the property owner cannot reach a mutually-satisfactory agreement, a condemnation action will be filed and the amount established by the State as just compensation will be deposited with the court for distribution in accordance with the order of the court.

POSSESSION

At the time negotiations are commenced with a property owner, all tenants on the property as well as the owner will be notified in writing that it is the intent of the Highway Division to acquire the property and give the requirements for eligibility for relocation benefits.

The Division is aware of the need of a reasonable time for relocation. If a property is not needed for several months, continued occupancy may be permitted at a reasonable rental through the Regional Property Agent.

EMINENT DOMAIN

The property owner need not accept the State's offer or enter into an agreement he feels to be unfair. A refusal is simply a case of disagreement between the two parties on the value of the property. The Highway Division, in the expenditure of public funds, is restricted to competent appraisals in ascertaining fair cash market value.

The Division is ready and willing to reconsider its position in light of any new evidence of value presented by the owner, including a documented professional appraisal procured by the owner.

Only in the event the parties are unable to agree as to the compensation to be paid, or the owner cannot clear title, will a condemnation suit be filed. Time for an extended discussion on some projects may not be available if the State and the highway users are to avoid the loss of considerable money due to any delay in a project. Discussions can, of course, continue even after a suit is filed. The filing of the suit permits the State, under Oregon law, to authorize the contractor to enter on the property.

VALUE

1. How does the State arrive at the value of the property?

   Real estate appraisals are prepared and submitted by staff or fee appraisers, or both.

   A staff appraisal is one which is prepared by an employee of the Highway Division who is qualified by education, training, and experience to make property appraisals.

   A fee appraisal is one prepared by a professional appraiser who is employed for a particular job. He is not a State employee, but an independent appraiser whose services are generally available to anyone wishing to retain him.

2. How about the appraiser the property owner hires?

   The Division will gladly examine with open mind the appraisal prepared for the owner. If it is a fully-documented appraisal, the State review staff is authorized to give it the same consideration as those prepared for the State.

ACQUISITION

1. What authority does the Right of Way Agent have in acquiring the property?

   The Agent has authority to attempt to agree as to price and to submit his recommendation for presentation to the Oregon Transportation Commission.

2. Can the Right of Way Agent make a formal offer for the property?

   No, he cannot. Only the Transportation Commission or its designated representative has authority to make an offer. The Agent may recommend a price for the necessary parcel.

3. Is earnest money received if an option is signed?

   No. If the option is accepted by the Commission, the amount involved is mailed after the processing of the option.

4. What courses does the property owner have if negotiations fail?

   He has the right to have a jury hear the case and make an award.

PAYMENT

1. Who prepares the deed and clears the title?

   The Salem Right of Way Office of the State Highway Division prepares and records most of the documents necessary to convey clear title; however, it is the property owner's obligation to secure signatures on any documents which may be necessary to provide clear title.

   The State orders and pays for title insurance unless other arrangements are made.

2. How does the property owner know the State will fulfill its obligation?

   The option approved by the Transportation Commission remains a binding contract even after the deed is signed. The State is bound by this agreement as to its own obligations; and, by the same token, it cannot exceed the authority contained therein.

3. Can the property owner rent or buy buildings?

   Unless other specific arrangements are made, buildings will be sold at public auction after proper notification in the newspapers. All sales and rentals are handled by the Regional Property Agent.

CONSTRUCTION FEATURES

1. Why is new right-of-way necessary? Why can't the present highway be rebuilt?

GENERAL
MOVING EXPENSES

Service charges for reconnecting utilities are reimbursable, except under "Schedule Move Procedures".

INDIVIDUAL AND FAMILY
MOVING EXPENSES

Any individual or family displaced by a State Highway Division project is entitled to receive a payment for reasonable expenses of moving personal property a distance not to exceed a 50-mile radius or to the nearest available and adequate site.

In order to obtain a moving expense payment, a displaced person must file, within 18 months after moving, a written claim with the State Highway Division on a form provided for that purpose. In some cases, where it is to the benefit of the displaced person, a written arrangement with the State Highway Division will allow the displaced person to present an unpaid commercial moving bill and the State Highway Division will make payment directly to the mover. Residential moving costs may also be claimed according to a set schedule based upon the number of rooms of furniture to be moved.

RESIDENTIAL MOVING SCHEDULE

Unfurnished
[Relocatee owns furniture]

$ 60 [1 rm]	$140 [3 rm]	$220 [5 rm]
$100 [2 rm]	$180 [4 rm]	$260 [6 rm]

Seven or more rooms – $300

Furnished
[Relocatee does not own furniture]

$15 per room up to a maximum of $300

MOBILE HOME MOVING SCHEDULE
[Based upon total floor area]

Amount of Payment	Square Foot Area
$100	Up to 200 sq. ft.
$200	201 sq. ft. – 600 sq. ft.
$300	More than 600 sq. ft.

In addition to the moving payment based on a room count or mobile home square–foot area, a dislocation allowance of $200 will be paid.

BUSINESS, FARM & NONPROFIT
ORGANIZATION
MOVING EXPENSES

Displaced businesses, farm operations and nonprofit organizations are entitled to receive actual reasonable moving expenses for moving personal property a distance not to exceed a 50-mile radius or to the nearest available and adequate site. The actual and reasonable cost of searching for a replacement location may be claimed up to $500 for a farm or business and up to $100 for advertising sign companies. Such payments must be supported by receipted bills or other evidence of expenses incurred.

As an alternate moving expense procedure, in the case of a self move, the business, farm operation or nonprofit organization may be paid an amount not to exceed the lower of two estimates secured by the State Highway Division from competent moving companies.

Under certain conditions, businesses, farms, and nonprofit organizations may receive payments for direct losses of tangible personal property resulting from the necessity to relocate.

In lieu of moving expense payments, a displaced or discontinued business or farm operation, except advertising sign owners, may, under certain conditions, elect to receive an amount equal to the average annual net earnings of the business or farm operation during the two tax years immediately preceding the year in which such business or farm operation is displaced. The payment cannot exceed $10,000 and will not be less than $2,500. Those who choose the "in lieu" payment are not eligible for any other relocation benefit payment.

STORAGE OF PERSONAL PROPERTY

Occasionally, unusual circumstances may make the storage of personal property mutually beneficial to the displaced owner and the State. The cost of such storage may qualify for a payment in addition to the actual moving expense payments. It should be clearly understood that those dislocatees accepting the schedule or in lieu moving expense payment are not eligible to receive the storage expense benefit. This additional benefit requires the written approval from the State Highway Division and may not exceed twelve months.

REPLACEMENT HOUSING

A displaced owner-occupant of a dwelling actually owned and occupied by the owner for 180 days or more immediately prior to the initiation of negotiation for such property may be eligible for additional payments, the combined total of which may not exceed $15,000.

The replacement housing payment is the amount, if any, when added to the amount for which the State acquired his dwelling, equals the actual cost which the owner is required to pay for a decent, safe and sanitary replacement dwelling or the amount determined by the State as necessary to purchase a comparable dwelling, whichever is less. Also, to compensate the owner for increased interest costs he is required to pay for financing the replacement dwelling and for the actual closing costs incidental to the purchase of replacement housing.

A displaced owner-occupant of a dwelling actually owned and occupied by the owner for 90 days or more but less than 180 days or a tenant-occupant of 90 days or more immediately prior to initiation of negotiation for such property may be eligible for additional payments, the combined total of which may not exceed $4,000. This payment is the amount necessary to make a down payment on the purchase of a replacement dwelling and to reimburse the relocatee for the actual closing costs incidental to the purchase of the replacement dwelling. Necessary deposits for taxes and insurance are not considered as closing costs. In those cases where an owner-occupant of 90 days or more but less than 180 days or the tenant-occupant of 90 days or more chooses to rent instead of purchasing a replacement dwelling, he may, under certain conditions, become eligible for a payment up to $4,000 to enable him to rent a decent, safe and sanitary replacement dwelling.

The rent payment is the increase in rent necessary to rent a comparable dwelling for 48 months or the amount determined by the State as necessary to rent a comparable dwelling for 48 months, whichever is less.

To be eligible for these benefits, the displaced occupant must occupy a decent, safe and sanitary replacement dwelling within one year subsequent to the required date of displacement from the dwelling unit acquired by the State Highway Division.

Upon request by the displacee a preliminary determination of any of the above benefits will be calculated and presented to the displacee.

Claims for housing additives and rent supplements must be made in writing on a State Highway Division form supplied for this purpose and must be filed with the State Highway Division no later than 18 months after the date of displacement or six months after final adjudication of a condemnation case.

Before payments for any replacement dwelling benefits can be made, the replacement dwelling must be checked by State Highway Division personnel to ascertain that it meets the decent, safe and sanitary standards established by the Federal Department of Transportation. We advise that you have this determination made prior to making a commitment to rent or buy. Please understand that the replacement dwelling decent, safe and sanitary inspection that will be conducted by agency personnel is for the sole purpose of determining a relocatee's eligibility for a relocation payment.

POSSESSION

person lawfully occupying real property sh be required to move from his home, farm or business location without at least 90 days written notice. This notice will not be issued prior to the State having the right to legal possession of the property.

APPEALS

Any relocatee who is dissatisfied with any ruling on his eligibility or claim for any relocation benefit payment shall have the right of appeal. Appeal forms can be secured from the right of way agent who is handling the property acquisition. The Chief Administrative Officer of the Highway Division has delegated his review authority to a two-member board. Appeals must be filed with the board within 90 days after the State acts on a claim or denies eligibility for a benefit.

Any person making such an appeal will be given full opportunity to be heard at an appeal hearing arranged to examine his complaint. A prompt decision will be provided giving reasons in support of the result reached. The decision by the b will be considered as final.

RIGHT OF WAY AGENT

Relocatees will be given detailed information regarding their eligibility and possible benefits by the right of way agent assigned to acquire the property.

1970 RELOCATION ACT – MONETARY BENEFITS

RESIDENTIAL				BUSINESS & FARM	
Owner-occupant of 180 days or more prior to initiation of negotiations for the parcel.		Owner-occupant of 90 days or more but less than 180 days and tenant-occupants of 90 days or more occupancy prior to initiation of negotiations for the parcel.		Owner-occupants and tenant-occupants entitled to same benefits. Must occupy at initiation of negotiations for the parcel.	
Housing Additive	$15,000 maximum	Rent Supplement	$4,000 maximum	Actual reasonable moving costs	Actual
Including		Or		Or	
Costs incidental to purchase of replacement dwelling		Down payment benefit and costs incidental to purchase of replacement dwelling	$4,000 maximum	Negotiated moving cost payment not to exceed lower of two estimates secured by agency	No more than low estimate
And Including		Plus		Plus	
Increased interest cost on replacement dwelling		Actual reasonable moving costs	Actual	Tangible personal property loss due to relocation	Actual value or estimated cost to move, whichever is lower
Or		Or		Plus	
Rent Supplement	$4,000 maximum	Moving costs based upon schedule	$ 500 maximum	Reasonable cost of search for new site	$500 maximum $100 maximum for sign companies
Plus		Or		Plus	
Actual reasonable moving costs	Actual	Storage of personal property up to twelve months, if necessary	Actual	Storage of personal property up to twelve months, when necessary	Actual
Or				Or	
Moving costs based upon schedule	$ 500 maximum			Payment "in lieu" of all other benefits—requires approval of agency	Average of net earnings for two years prior to year of relocation $2,500 minimum $10,000 maximum
Or					
Storage of personal property up to twelve months, when necessary	Actual				

81-734-3772
Rev. 3-4-77

9

October 13, 1977

Mr. D. A. Yates
Land Acquisition Engineer
Department of Transportation
Highway Administration Building
Olympia, Washington 98504

Dear Mr. Yates:

Re: Joint Public Hearing with the
U. S. Coast Guard

The Oregon State Highway Division and the U. S. Coast Guard did hold a joint public hearing for the replacement of the Nehalem River Bridge on the Oregon Coast Highway. Attached you will find a copy of the Hearing Notices from the State and Coast Guard and a copy of the hearing transcript.

The joint hearing effort was not for purposes of a U.S. Coast Guard permit hearing but rather for identification of navigational interest for both the benefit of the Coast Guard and the Oregon State Highway Division for assistance in design decisions and for environmental documentation. It may later be necessary for the Coast Guard to hold another hearing when the Highway Division makes formal application for a permit to construct the bridge.

The primary benefit gained from this joint hearing effort was a determination that a movable bridge would not be requested by navigation interests providing additional clearance of the new structure will be provided over that of the existing structure in the closed position.

The excellent cooperation of the U.S. Coast Guard and, particularly, Mr. A. B. Christensen, their Chief of Bridge Section, should be recognized. The hearing itself went very well with several remarks relative to navigation being presented.

Versteeg
Christensen
George
Olson
Terpin
Sullivan
Scott
Savage

RECEIVED
OCT 14 1977
ENGINEERING SECTION

Trout

Do Not File ☐
Return To
Bring Up ___/___/___
Action

While it yet remains to be seen whether or not we have gained ground by a combined effort with the Coast Guard, it appears at this time that we have. The Highway Division and the Coast Guard's intentions are to continue this sort of cooperative effort as any streamlining of procedural matters should have a positive benefit.

If we can be of any further assistance, please contact us.

Very truly yours,

ORIGINAL SIGNED BY
J. H. VERSTEEG

J. H. Versteeg
Head of Engineering

DLT:jh
cc: John H. Cooper
Roadway Development Engineer
Department of Highways
Highway Administration Building
Olympia, Washington 98504

STATE OF
WASHINGTON

Dixy Lee Ray
Governor

DEPARTMENT OF TRANSPORTATION
Highway Administration Building, Olympia, Washington 98504 206/753-6005

October 4, 1977

Mr. J. H. Versteeg
Oregon Department of Transportation
Highway Division
State Highway Building
Salem, Oregon 97310

Joint Public Hearing with
the U.S. Coast Guard

Dear Mr. Versteeg:

We noted with interest that a combined highway design hearing and a Coast Guard permit hearing was recently held in Nehalem, Oregon. Our interest concerns the format of the hearing since we have not conducted any hearings in the State of Washington combined in this manner.

The knowledge gained by your office at this joint hearing would be very helpful to us in the event that it becomes mutually desirable for our office to conduct a joint hearing with the Coast Guard. We would particularly like to know if the procedure worked satisfactorily. Any comments you may have regarding the conduct of the hearing, both beneficial and adverse, would be sincerely appreciated.

Thank you for your assistance in this matter.

Very truly yours,

D. A. YATES
Land Acquisition Engineer

DAY:lt
cc: J. H. Cooper

Versteeg
Christensen
Sullivan
RECEIVED
OCT 06 1977
ENGINEERING
SECTION

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

FILE: 29-1965

INTER-OFFICE CORRESPONDENCE

October 11, 1977

Salem, Oregon

FROM: John W. Sheldrake
REGION II ENGINEER

TO: J. H. Versteeg
HEAD OF ENGINEERING

ATTN: Don Trout
DESIGN OFFICE ENGINEER

SUBJECT: Joint Public Hearing With U. S. Coast Guard

1 Versteeg
Christensen
George
Olson
Terpin
Sullivan
Scott
Savage

RECEIVED
OCT 12 1977
ENGINEERING SECTION

2 Trout

Do Not File ☐
Return To
Bring Up ___/___/___
Action

The following is some information for your use in responding to Mr. D. A. Yates' letter of October 4, 1977.

The Oregon State Highway Division did conduct a corridor/design hearing for replacement of the Nehalem River Bridge on the Oregon Coast Highway on September 8, 1977. A copy of the hearing transcript and the U. S. Coast Guard's Notice of Public Hearing is forwarded for your information.

The joint hearing effort was not for purposes of a U. S. Coast Guard permit hearing but rather for identification of navigational interest for both the benefit of the Coast Guard and the Oregon State Highway Division for assistance in design decisions and for environmental documentation. It may later be necessary for the Coast Guard to hold another hearing when the Highway Division makes formal application for a permit to construct the bridge.

The primary benefit gained from this joint hearing effort was a determination that a movable bridge would not be requested by navigation interests providing additional clearance of the new structure will be provided over that of the existing structure in the closed position.

The excellent cooperation of the U. S. Coast Guard and particularly, Mr. A. B. Christensen, their Chief of Bridge Section, should be recognized. The hearing itself went very well with several remarks relative to navigation being presented.

While it yet remains to be seen whether or not we have gained ground by a combined effort with the Coast Guard, it appears at this time that we have. The Highway Division and the Coast Guard's intentions are to continue this sort of cooperative effort as any streamlining of procedural matters should have a positive benefit.

Don, you may want to review this with Bob Ellison for any comments he may have.

JWS/dea
Attach.

McMINIMEE & KAUFMAN
ATTORNEYS AT LAW
LAWYERS BUILDING
110 PACIFIC AVENUE
TILLAMOOK, OREGON 97141

842-2533

WARREN A McMINIMEE
DOUGLAS E KAUFMAN

RECEIVED
STATE HWY ENGR
SEP 19 '77
REFER TO
FOR
Info | Law | Rt of W | Const | Traf Eng | Maint | File

September 16, 1977

Oregon State Highway Division
Highway Building
Salem, Oregon 97310

Re: Nehalem River Bridge
Oregon Coast Highway #9 (US101)
Tillamook County, Oregon

Gentlemen:

Donald W. Neahring and DeLores Ann Neahring have consulted us with reference to the hearing held relative to the Nehalem River Bridge last week.

Mr. and Mrs. Neahring recently purchased a 250-acre farm located in Sections 26 and 35, T. 3 N. Range 10 West, W.M. Each of the proposed Nehalem Bay bridge sites will effect them materially and depreciate the value of their farm land for its intended purposes, namely that of dairy farming. From the information available to them at this time they wish to state unequivocably that they are happy with the present road condition as it exists; that Alternate No. 2 would do them the least damage if it becomes necessary that their property should have to be taken. At the public hearing it appeared that many people favored Alternate 1. This would take some 15 acres or more of prime farm land from their operation and curtail them in their intended use of the property. As a matter of fact to economically and financially operate a farm the trend is to have more land rather than less land upon which to operate and if Alternate No. 1 were chosen it would unquestionably be of great detriment to them. The feasibility of Alternate No. 2 appears to do the least damage and if planned and located it will be most compatible with the greatest public good and the least private injury.

It is very evident that the construction of any bridge under any one of the three alternates will do them damage and we do urge that you give consideration to their particular problem and respect their rights doing them the least private injury.

They are prompted to write at this time because at the hearing there were many people who appeared who have very little financial interest involved, compared to the Neahrings.

Please make this letter in behalf of Mr. and Mrs. Neahring a part of your permanent record and send a copy of the full hearing report to this office.

Very truly yours

McMINIMEE & KAUFMAN

Warren A. McMinimee

WAM:a

DEPARTMENT OF TRANSPORTATION
UNITED STATES COAST GUARD

MAILING ADDRESS:
COMMANDER (oan)
THIRTEENTH COAST GUARD DISTRICT
915 SECOND AVE.
SEATTLE, WASH. 98174
PHONE (206) 442 5864

16590
Serial 434
1 August 1977

In reply refer to
Proposed bridge across
Nehalem River at Mile 6.5
near Nehalem, Oregon

PUBLIC NOTICE NO. 77-N-11

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Commandant has authorized a Public Hearing to be held by the Commander, Thirteenth Coast Guard District in conjunction with the Oregon State Highway Division. The hearing will be held in the Fire Hall, Nehalem, Oregon at 7:30 p.m., September 8, 1977. Oregon State Highway Division will hold their portion of the hearing concerning a possible roadway improvement beginning 0.2 miles north of the existing Nehalem River Mile 6.5 swing drawbridge thence southerly 0.2 miles south of the bridge for an overall length of about 0.4 miles. The Coast Guard portion of the hearing will be to determine navigation requirements of the Nehalem River at the Mile 6.5 bridge. The proposed new bridge and roadway improvement will be constructed with the assistance of federal funds administered by Federal Highway Administration and the Oregon State Highway Division portion of the hearing will be conducted to meet FHWA requirements. When a specific bridge permit application is circulated, FHWA will act as the lead federal agency for the project for environmental requirements. All interested parties may present data, views and comments orally or in writing at the hearing concerning the impact of the proposed roadway and bridge on the environment and its effect on navigation.

The hearing will be informal. Oregon State Highway Division and Coast Guard representatives will preside at the hearing, make brief opening statements describing the proposed work and announce the procedures to be followed at the hearing. Each person who wishes to make an oral statement should notify the Commander (oan), Thirteenth Coast Guard District, Federal Building 915 2d Avenue, Seattle, Washington - 98174 by September 1, 1977. Such notification should include the approximate time required to make a presentation. A transcript will be made of the hearing and may be purchased by the public. Interested persons who are unable to attend this hearing may also participate in the consideration of navigation requirements by submitting their comments in writing on or before September 16, 1977 to the Commander (oan), Thirteenth Coast Guard. Each comment should state the reasons for any objections or suggestions as to requirements for navigation and the name and address of the persons or organizations submitting the comment.

P/N 77-N-11
Bridges - Notice of Public Hearing

Copies of all written communications will be available for examination by interested persons at the office of the Commander (oan), Thirteenth Coast Guard District. All comments received will be considered. After the time set for the submission of comments, the Commander (oan), Thirteenth Coast Guard District will forward the record, including all written comments and his recommendations to the Commandant, U. S. Coast Guard, Washington, D. C. 20590.

R. C. Walton

R. C. WALTON
Commander, U. S. Coast Guard
Chief, Aids to Navigation Branch
By direction of the District Commander

DEPARTMENT OF TRANSPORTATION
UNITED STATES COAST GUARD
COMMANDER, 13TH COAST GUARD DISTRICT
FEDERAL BUILDING
915 SECOND AVE.
SEATTLE, WASHINGTON 98174

OFFICIAL BUSINESS

POSTAGE AND FEES PAID
U. S. COAST GUARD
DOT 514

U.S.MAIL

4-7 & 9

STATE HIGHWAY ENGINEER
HWY BLDG
SALEM OR 97310

RECEIVED
STATE HWY ENGR
AUG 8 '77
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

BRIDGE
NOTICE

7-1-77

Department of Fish and Wildlife

OFFICE OF THE DIRECTOR

506 S.W. MILL STREET, PORTLAND, OREGON 97208

July 18, 1977

Mr. Gary A. Potter
Porgram Management Section
Oregon State Highway Division
207 Transportation Building
Salem, Oregon 97310

Dear Mr. Potter:

Reference is made to the Draft Negative Declaration for the Nehalem River Bridge, Oregon Coast Highway #9 (U.S. 101), Tillamook County, Oregon.

The Draft Negative Declaration adequately assesses most impacts on fish and wildlife resources. However, no evaluation is made to determine the possible interference that could be imposed upon the intensive sport fishery in the project area. We request that the constuction activities which could restrict or pose a hazard to trolling and boat passage be confined to the period of May 1 to mid-July.

If in-water blasting is necessary it will require a permit from this Department. That should be done in late June as is noted on page 12 of the Declaration.

We appreciate the opportunity to comment on this project.

Sincerely,

William E. Pitney

WILLIAM E. PITNEY, CHIEF
ENVIRONMENTAL MANAGEMENT SECTION

WEP:ek

Copies: Leo
Terpin
Hart
Verstoeg
Sheldrake
this to file

RECEIVED
JUL 20 1977
ROAD DESIGN SECTION

94164

ROBERT W. STRAUB
GOVERNOR

Oregon State Highway Division

HIGHWAY BUILDING, SALEM, OREGON 97310

July 1, 1977

Commander
13th Coast Guard District
Aids to Navigation Branch
Federal Building
915 Second Avenue
Seattle, WA 98174

Nehalem River Bridge Replacement
Oregon Coast Highway
Bridge 574F
Tillamook County
Cooperative Public Hearing

During a visit to the subject bridge site, it was verbally agreed with Mr. Christensen of your office that the State's public hearing and the Coast Guard's public hearing for this project would be held concurrently.

The State would like to hold this hearing on August 25, 1977. Is this date agreeable to the Coast Guard?

Walter J. Hart
Structural Engineer

ORIGINAL SIGNED
R.W. ELLISON
R. W. Ellison
Administration Engineer,
Structural Section

cc E. S. Hunter
John Sheldrake
Frank Terpin
Gary Potter

RECEIVED
STATE HIGHWAY
REFER TO

FORM 81.734.3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

Salem, Oregon

May 11, 1977

FILE:

FROM: R. W. Ellison
Bridge Administration Engineer

TO: Memo to the File

SUBJECT:

Nehalem River Bridge Replacement
Oregon Coast Highway
Bridge 574F
Tillamook County
Channel Location and
Navigation Clearance

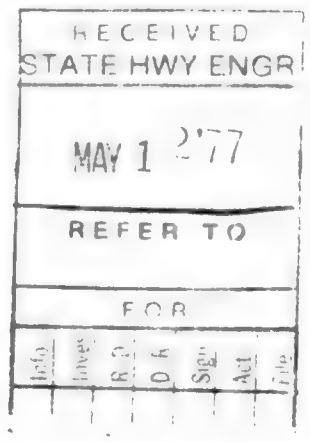
I called Mr. Christensen of the Coast Guard in Seattle relative to the location of the navigation channel under the subject structure. He referred me to Mr. Norman West with the U. S. Corps of Engineers in Portland. Mr. West informed me that the Corps does not have a fixed, marked channel at this location. He suggested that the navigation span under our proposed bridge line up with the navigation span of the existing bridge. He also suggested we contact local mariners and determine the channel they are using, if any, and consider that as the navigation channel when designing the new bridge. Contact of local mariners should be undertaken by the Region office. The U. S. Corps of Engineers has no plans for channel work in this area in the foreseeable future.

During my conversation with Mr. Christensen, I asked his guidance relative to navigational clearances. He has no guidelines available for this location and indicated that the standard permit application will be required from us before the Coast Guard can act. He had no indication as to the acceptability of a fixed span. Our choice should be included on the permit application. They will process the application in the usual manner and approve or disapprove the clearances we propose. Such processing will include offering opportunity for a public hearing by the Coast Guard.

Permit application will be made by the Bridge Design Section as soon as all other public participation required by the Highway Division has been completed.

RWE:dh

cc Region 2
Frank Terpin
L. L. WAllace
E. S. Hunter
Federal Highway Administration
Norman West, U.S.Corps of Engineers



CITY OF NEHALEM

P. O. BOX 143
NEHALEM, OREGON 97131
January 27, 1977

Oregon State Hi-way Division
P.O. Box 169
Tillamook, Oregon 97141

NOTED
E. S. HUNTER
C Tenfen
2-1-77

Mr. C. Anderson, Resident Engineer

Dear Sir:

Under separate cover you have received 25 letters from City, County and State officials and from various business people who are all concerned about the replacement of the Nehalem Bridge. You are no doubt aware that the down stream location is preferred by the majority of those interviewed; also they feel enough surveys have been made.

It is the opinion of the Citizens Advisory Committee that a date should be made public as to the starting date of construction. It is felt that there would be nothing gained by holding a public meeting as the decision has already been made in the letters sent to your office. The people who have been interviewed, as well as the Citizens Advisory Committee, feel that you should furnish us with a definite schedule as to the starting date of construction.

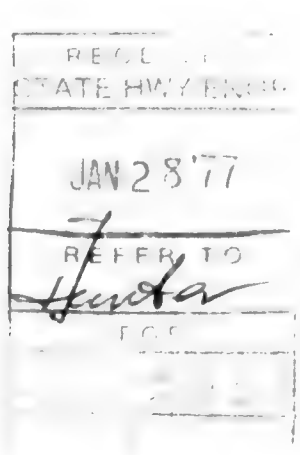
The Citizens Advisory Committee is responsible for the surveys made, absolving the Nehalem Common Council of any of its content.

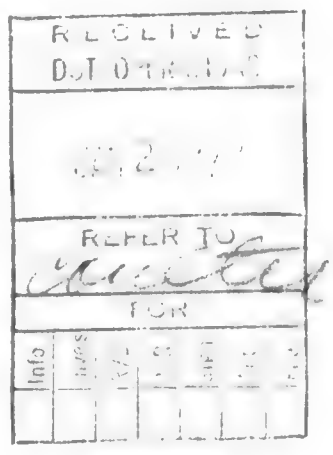
Respectfully,

Frank B. Andrus
Chairman
Citizens Advisory Committee

c.c.
F. B. Klaboe
Administrator of Hi-ways
135 Transportation Bldg.
Salem, Oregon 97310

Nehalem Common Council





AN EQUAL OPPORTUNITY EMPLOYER

EXECUTIVE DEPARTMENT

INTERGOVERNMENTAL RELATIONS DIVISION

240 COTTAGE STREET S.E. • • • • SALEM, OREGON 97310

ROBERT W. STRAUB
GOVERNOR

STAFFORD HANSELL
Director

May 6, 1976
Nehalem River Bridge
Oregon Coast Highway Route 101
Tillamook County

April 30, 1976

L. W. Rulien
State Highway Division
State Highway Building
Salem, OR 97310

Dear Mr. Rulien:

Re: Nehalem River Bridge
PNRS #7602 2 330

The State Clearinghouse has received additional comments on your project from the Soil and Water Conservation Commission subsequent to issuance of its original sign off letter of March 9, 1976. Soil and Water comments as follows:

EFFECTS, ALTHOUGH MEASURABLE, WOULD BE ACCEPTABLE:
The Tillamook SWCD informs us that most people feel that piling needs to be removed to prevent back up of river.

A copy of this letter should be forwarded to the federal funding agency as required by OMB A-95.

G. L. Green, FHWA
F. B. Klaboe
F. E. Terpin
J. B. Boyd
R. E. Royer
J. H. Versteeg
Gary Potter
W. J. Hart
G. N. Hopkins, County-City
B. L. Gifford
D. E. Swan
C. O. Fredrickson
E. L. Everton
Aeronautics Division

Sincerely,

William H. Young
Administrator

WHY:llh

RECEIVED
STATE HWY ENGR
MAY 7 '76
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

BEN GIFFORD
2-11-16

NOTED
MARIE STEPHENS

PROJECT MANAGEMENT
MAY - 4 '76
REFER TO
Info | Investigate | R/D | Act | File

U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

FEDERAL AID PROJECT NO.: R 180(28)

STATE PROJECT NO.: Nehalem River Bridge

FROM: G. L. Green, Division Administrator
Salem, Oregon

PROGRAM NO.:

ITEM NO.: RF-103

COUNTY NAME: Tillamook

PROGRAM STAGE (Check) ☐ 1. ☐ 2.

TO:

Mr. F. B. Klaboe
Administrator & State Highway Engineer
State of Oregon
Salem, Oregon

RECEIVED
STATE HWY ENGR
APR 15 '76
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

DATE PS&E APPROVED	DATE AUTHORIZATION EFFECTIVE	FEDERAL ROUTE NUMBER	STATE ROUTE NUMBER
	4/6/76	Primary Route 28	Primary Route

GENERAL LOCATION:

US-101 .75 miles NW Jct. SR 53, NW to Nehalem

GENERAL DESCRIPTION OF WORK:

Preliminary Engineering

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

PRELIMINARY ENGINEERING TO DETERMINE
☐ LOCATION ONLY

PRELIMINARY ENGINEERING FOR SURVEY AND PLAN
☐ PREPARATION

☐ ACQUISITION OF RIGHT-OF-WAY

CONSTRUCTION • ADVERTISE FOR RECEIPT
☐ OF BIDS

☒ OTHER (Specify) All phases of Preliminary Engineering necessary to obtain an approved Negative Declaration at a total estimated cost of $68,250, Federal funds $53,350.

☐ CONSTRUCTION • PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

My program approval memorandum of 4/6/76 approved this project for inclusion in the Federal-aid program.

As requested in Mr. Rulien's 3/26/76 letter you are authorized to proceed with the work as shown above.

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
4/6/76	G. K. Hansen for	Division Administrator

FORM PR-1240 (REV. 8-70) EXISTING STOCKS OF FORM PR-1240 (REV. 6-68) WILL BE USED

☆ U.S. GOVERNMENT PRINTING OFFICE 1975 O-611-855

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

TRANSMITTAL AND REQUEST FOR INITIAL PROGRAM APPROVAL OF PROJECTS

(PPM 21-1)

STATE HIGHWAY DEPARTMENT: Oregon

DATE: 4/6/76

BY (Signature): L.W. Rulien's 3/26/76 letter

TITLE: Project Management Engineer

CLASS OF FEDERAL FUNDS: ☐ FAI ☒ FAP ☐ FAU ☐ FAS ☐ OTHERS _____

STAGE 1 * ITEM NOS. _____ THRU _____		STAGE 2 ITEM NOS. _____ THRU _____		FEDERAL FUNDS
ITEM NO.	PROJECT NOS.	LENGTH (Miles)	TOTAL ESTIMATED COST	
103	RF-180(28)	0.4	88,250	69,000

OTHER IDENTIFICATION AND/OR REMARKS (State)

Location	Work
Nehalem River Bridge Section Tillamook County State of Oregon	Preliminary Engineering including Utility preparatory work.

RECEIVED
STATE HWY ENGR
APR 15 '76
REFER TO
Rulien
FOR
SIGNATURE

REMARKS (Division)

RECOMMENDED		APPROVED	
DATE	SIGNATURE AND TITLE	DATE	SIGNATURE AND TITLE
		4/6/76	G.L. Green, Division Administrator

* Program approval and any authorization to proceed with a Stage 1 project shall not constitute any commitment of Federal funds nor shall it be construed as creating in any manner, any obligation on the part of the Federal Government to provide Federal funds for the undertaking.

FORM PR-21
(Rev. 5-71)

GPO 915-690

PRO 6-2

March 26, 1976

TO G. L. Green, Division Administrator
Federal Highway Administration

FROM L. W. Rullen
Project Management Engineer

SUBJECT Program Data Submission
Project No. RF-180(28)

We are submitting program data for one project, Item No. 103, Project No. RF-180(28), "Nehalem River Bridge Section", which we desire to have included in the Federal-Aid Rural Primary Highway Program.

We request, concurrent with program approval, authorization to proceed with the preliminary engineering necessary to obtain an approved negative declaration at an estimated total cost of $68,250 with obligation of $53,350 in federal funds.

One copy each of the State Clearinghouse and District 1 Clearinghouse A-95 review letters of approval were previously forwarded.

DRH:md

Encl.

cc: C. O. Fredrickson (Region 2)

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W. O.

FORM PR-1 (REV. 4-61)

March 26, 1976

FEDERAL-AID PROGRAM DATA

CARD	REPORT NUMBER	PROJECT LOCATION (45 typewriter spaces)		PRESENT	FUTURE	YEAR	REGION	STATE NAME
2	1 (19) (20)	US101, .75 mi. N.W. Jct. SR53, NW to (Nehalem) 21 68	ADT	3,400	6,100 (66) (70)	96 (71) (72)	10	Oregon

CARD	CHARACTER OF PROPOSED WORK (35 typewriter spaces)	NATL. FOREST	FH ROUTE NO.	SUPV AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PROJECT NUMBER PREFIX LETTER(S)	NUMBER
3	Preliminary Engineering 28 62	(63) (65)	(66) (68)	(69)	(70)	(71)	(72) (73)	(74) (76)	RF- 14 23	180 7

CARD	CLASS OF FEDERAL FUNDS	COUNTY NAME
4	Rural Primary	Tillamook (14)

NAME OF URBAN AREA ---- (17-31)

ROUTE NO.	FEDERAL-AID	STATE	U.S.
P	28 (32)	9 (36) (37)	101

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	WORK CLASS	WORK TYPE	STEP	TERMINI (Full description)	MILES	TOTAL ESTIMATED COST	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS
1	(14-18)	(16)	41	42	43 46	53		(54) (58)	(59) (66)	(67) (76)		
5					PE			0.4	88,250	69,000	19,250	
5					ROW		(Approx. M.P. 45.4 to M.P. 45.8)					
5					CONST (CODE)		"Nehalem River Bridge Section"					
							PROJECT TOTALS	0.4	88,250	69,000	19,250	

CARD 1	CODE 1	PREPARED BY	
1	14	PROGRAM APPROVAL DATES	DRH

(16) (23) (24) (33) REMARKS

FORM PR-1
(REV. 4-61)

FEDERAL-AID PROGRAM DATA

March 26, 1976

LOCATION (65 typewriter spaces)		PRESENT	FUTURE	YEAR	REGION	STATE NAME	STATE CODE	APPN CODE	ITEM NO.
.75 mi. N.W. Jct. SR53, NW to (Nehalem)	ADT	3,400	6,100	96	10	Oregon	41	073	103

(35 typewriter)	NATL. FOREST	FH ROUTE NO.	SUPV AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PROJECT NUMBER: PREFIX LETTER(S)	NUMBER	SEQ. NO.	I. Projects Only: POST MI.	DESIG.
ng								RF-	180	(28)		

al Primary	COUNTY NAME	CODE	PROGRAM STAGE
	Tillamook	057	[ ] 1 OR [X] 2

ROUTE NO.	FEDERAL-AID	STATE	U.S.
P	28	9	101

TYPE	STEP	TERMINI (Full description)	MILES	ESTIMATED PROJECT COST BY PHASES: TOTAL ESTIMATED COST	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK (Full description)
			0.4	88,250	69,000	19,250		Preliminary engineering, all phases incl. P.E. by utility forces.
y		(Approx. M.P. 45.4 to M.P. 45.8)						(Future bridge replacement and approaches.)
ST		"Nehalem River Bridge Section"						ROW-100' min.; Access control-complete; Parking restrictions-complete.
		DRH PROJECT TOTALS	0.4	88,250	69,000	19,250		

ATES

REMARKS

-Over-

NEHALEM RIVER BRIDGE SECTION

PROJECT NO. RF-180(28)

Existing Facility:

Roadway--Two 12-foot lanes bituminous surfaced with 3-foot shoulders.
Structure--Nehalem River Bridge #0574, overall length 680 feet (235' St. swing span in center and treated Pt. spans on each end), horizontal clearance 19 feet 2 inches with H-15 loading.

Adjacent Sections: Two 12-foot lanes bituminous surfaced roadway with 3-foot shoulders.

Project Data: The work under this project consists of preliminary engineering all phases as required for proposed future construction.

System Action, Airports, Railroads, Water Developments, Historical and Recreational Areas: None involved.

FHPM 7-7-2 Requirements: Major action project requiring a negative declaration concurred in by FHWA on March 9, 1976.

IM 50-1-70 Requirements: State Clearinghouse and District 1 Clearinghouse A-95 review approval letters dated March 9, 1976 and March 18, 1976 respectively.

FHPM 7-7-5 Requirements:

(a) Public Hearings--None required under Oregon Action Plan (Category 3 Project).
(b) Location/Design--Not a factor in the development of this project.

Data for PR-37:

Preliminary Engineering--Field Work	$68,250
P.S. & E. Preparation	20,000
Total	$88,250

Note: This project is in Congressional District No.

NEHALEM RIVER BRIDGE SECTION

PROJECT NO. RF-180(28)

Data for PR-37:

Preliminary Engineering--Field Work	$68,250
P.S. & E. Preparation	20,000
Total	$88,250

Note: This project is in Congressional District No. 1.

ty:

12-foot lanes bituminous surfaced with 3-foot shoulders.
halem River Bridge #0574, overall length 680 feet (235'
swing span in center and treated Pt. spans on each end),
rizontal clearance 19 feet 2 inches with H-15 loading.

ns: Two 12-foot lanes bituminous surfaced roadway with
ers.

The work under this project consists of preliminary
ll phases as required for proposed future construction.

Airports, Railroads, Water Developments, Historical and
Areas: None involved.

irements: Major action project requiring a negative
oncurred in by FHWA on March 9, 1976.

irements: State Clearinghouse and District 1 Clearinghouse
pproval letters dated March 9, 1976 and March 18, 1976

irements:

earings--None required under Oregon Action Plan (Category
t).
/Design--Not a factor in the development of this project.

9414.9

Form FHWA 121 (Rev. 5-73)

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

DATE: March 9, 1976

In reply refer to: 1041B.2

SUBJECT: Oregon Project RF-180(-)
Nehalem River Bridge Section
Oregon Coast Highway
Tillamook County
Project Assessment

FROM : G. L. Green, Division Administrator

NOTED
E S. HUNTER

TO : Mr. F. B. Klaboe, Administrator & State Highway Engineer

The subject project assessment submitted with Mr. Rulien's February 27 memorandum has been reviewed. We concur with your finding that the proposed project constitutes a major action requiring the preparation of a negative declaration.

It should be understood that our concurrence is only on the type of action and type of environmental document. The proposed standards, the design, and other specific details contained in the assessment will be subject to future reviews.

William H. Kappus
for G. L. Green

cc:
OSHD (Potter)
OSHD (Laux)
OSHD (Region 2, Welsh)

RECEIVED
STATE HWY ENGR
MAR 22'76
REFER TO
FOR
Info | Invest | R/D | D/R | Sign | Act | File
4

cy Johnson

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Intergovernmental Relations Division
240 Cottage Street S.E., Salem, Oregon 97310
Leslie Lehmann, Coordinator Ph: 378-3732

STATE A-95 REVIEW CONCLUSIONS

APPLICANT: State Highway Division

PROJECT TITLE: Nehalem River Bridge

DATE: March 9, 1976

G. L. Green, FHWA
E. B. Klaboe
E. E. Terpin
J. B. Boyd
R. E. Royer
J. H. Versteeg
Gary Potter
W. J. Hart
G. N. Hopkins, Co-City
B. L. Gifford
D. E. Swan
C. O. Fredrickson
E. L. Everton
Aeronautics Division

The state has reviewed your project and reached the following conclusions:

[X] No significant conflict with the plans, policies or programs of state government have been identified ~~and your proposal is endorsed as presented.~~

[X] Relevant comments of state agencies are attached and should be considered in the final design of your proposal.

[ ] Potential conflicts with the plans and programs of the state agency(s) have been satisfactorily resolved. No significant issues remain.

[ ] Significant conflicts with the plans, policies or programs of state government have been identified and remain unresolved. The final proposal has been reviewed and the final comments and recommendations of the state are attached.

Ben #

NOTICE TO FEDERAL AGENCY

The following is the officially assigned State Identifier Number:

7602 2 330

This number should be used on all correspondence and particularly on SF 240 as required by OMB A-98.

RECEIVED
STATE HWY ENGR
MAR 15 '76
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

A copy of this notification and attachments, if any, must accompany your application to the federal agency as required by OMB A-95. Comments of the appropriate local reviewing agencies must also be included.

BEN GIFFORD
2-4-76

NOTED
MARIE STEPHENS

PNRS #2

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Intergovernmental Relations Division
240 Cottage Street S.E., Salem, Oregon 97310
Leslie Lehmann, Coordinator Phone: 378-3732

LOCAL GOVERNMENT RELATIONS DIV
MAR 3 1976

PNRS STATE REVIEW

Project #: 7602 2 330 Due Date: MAR 05 1976

To Agency Addressed: If you intend to comment but cannot respond by the return date, please notify us immediately. If no response is received by the due date, it will be assumed that you have no comment and the file will be closed.

PROGRAM REVIEW AND COMMENT

To State Clearinghouse: We have reviewed the subject Notice and have reached the following conclusions on its relationship to our plans and programs:

RECEIVED STATE HWY ENGR
MAR 15 '76
REFER TO
FOR
Info
Inves
R/D
D/R
Sign
Act
File

( ) It has no adverse effect.

( ) We have no comment.

( ) Effects, although measurable, would be acceptable.

( ) It has adverse effects.

( ) We are interested but require more information to evaluate the proposal.

(x) Please coordinate the implementation of the proposal with us.

( ) Additional comments for project improvement. (Attach if necessary)

- - - - - - - - - - -

REMARKS (Please type or print legibly)

We request that the district biologists (Doug Taylor, 842-2741, Tillamook) be contacted during the location and design stages if the preliminary engineering survey identifies a project.

Agency Fish & Wildlife By William E. Pitney
Environmental Management Section

9469

RECEIVED
STATE HWY ENGR
FEB 10 '76
REFER TO
FOH
Info | Inv | Rel | Dft | Sign | Act | File

OREGON STATE HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310

February 4, 1976

ROBERT W. STRAUB
GOVERNOR

F. B. KLABOE
Administrator of Highways

TO

Executive Department
Federal Aid Coordination Unit

Clatsop-Tillamook Intergovernmental
Council
P. O. Box 488
Cannon Beach, Oregon 97110

FROM

George N. Hopkins
Project Development Engineer

SUBJECT

Notice of Intent for Federal-Aid Funds
District 1
Nehalem River Bridge
Oregon Coast Highway Route 101
Tillamook County

In accordance with Executive Memorandum 02-270-20, attached are copies of the Notices of Intent for the subject project.

Early Programing of this project for advance planning in anticipation of future construction is necessary; therefore, your prompt attention to this proposal will be appreciated.

Allowing time for your review, we estimate the date of filing for federal-aid funds on this project to be March 5, 1976.

Attachments

BLG:re

RECEIVED
STATE HWY ENGR
FEB 9 '76
REFER TO

cc: G. L. Green, FHWA
F. B. Klaboe
E. E. Terpin
J. B. Boyd
R. E. Royer
J. H. Versteeg
Gary Potter
W. J. Hart
G. N. Hopkins, County-City
B. L. Gifford
D. E. Swan
C. L. Fredrickson
E. L. Everton
Aeronautics Division

NOTED
MARIE STEPHENS

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

NOTIFICATION OF INTENT TO APPLY FOR FEDERAL AID

For Internal Use Only	1-8] PNRS #	Page One

02	12] APPLICANT: State Highway Division [45]	46] DIVISION: Department of Transportation [79]				
03	12] APPLICANT ADDRESS STREET: State Highway Building [45]	46] CITY: Salem [60]	76] ZIP: 97310 [80]			
04	12] CONTACT PERSON: L. W. Rulien [45]	46] AREA CODE: 503 [48]	49] PHONE: 378 [55]	56] EXTENSION: 6563 [59]		
01	12] PROJECT TITLE: Nehalem River Bridge	District 1 [71]				
11	12] PROJECT LOCATION—CITY: Oregon Coast Highway US Route 101	PROJECT LOCATION—COUNTY: Tillamook	PROJECT LOCATION [79] SEC: -- T: 3N R: 10W			
05	SUMMARY PROJECT DESCRIPTION (ATTACH SUPPORTING DOCUMENTS AS NECESSARY—SEE INSTRUCTIONS ON BACK): This proposal is to conduct the necessary preliminary engineering survey to					
06	12] identify a possible improvement project to be considered for future construction. [71]					
07	12] The survey begins approximately 0.2 miles north of the existing bridge at M.P. 45.4 [71]					
08	12] thence southerly to M.P. 45.8 approximately 0.2 miles south of the existing bridge. [71]					
09	12] Overall length is about o.4 miles. [71]					
10	12]					

	AMOUNT REQUESTED—FEDERAL FUNDS		NON-FEDERAL MATCHING FUNDS		OTHER	TOTAL
12	12] (A) Grant [19	20] (B) Other [27	28] (C) State [35	36] (D) Local [43	44] (E) FUNDS [51	52] (F) FUNDS [60
	69,030	--	19,470	--	--	88,500

13	12] TYPE OF OTHER FEDERAL FUNDS (See 12B) [45	46] TYPE OF OTHER NON-FEDERAL FUNDS (See 12E) [79
14	12] FEDERAL PROGRAM TITLE: Title 23 USC Highways [71]	
15	12] FEDERAL AGENCY NAME: US Department of Transportation [45	46] FEDERAL SUB-AGENCY NAME: FHWA [79

17 **(A) TYPE OF APPLICANT:** (Check (X) the single most applicable box)

STATE	INTER-STATE	COUNTY	CITY	SCHOOL DISTRICT	SPECIAL DISTRICT	COMMUNITY ACTION	SPONSORED ORGANIZATION	OTHER
[X] 12	[ ] 13	[ ] 14	[ ] 15	[ ] 16	[ ] 17	[ ] 18	[ ] 19	[ ] 20

(B) TYPE OF ACTION: (Check (X) as many boxes as apply to this action)

NEW GRANT	CONT. GRANT	SUPPL'T GRANT	INCREASE DURATION	DECREASE DURATION	CANCELLATION	INCREASE DOLLARS	DECREASE DOLLARS
[X] 21	[ ] 22	[ ] 23	[ ] 24	[ ] 25	[ ] 26	[ ] 27	[ ] 28

(C) HAS DISTRICT CLEARINGHOUSE BEEN NOTIFIED? Yes [X] 29 No [ ] 30 Date: _____

(D) REVIEW REQUIRED by A-95 Yes [X] 31 No [ ] 32

(E) ENVIRONMENTAL IMPACT Yes [X] 33 No [ ] 34

(F) HOUSING RELOCATION REQUIRED Yes [ ] 35 No [X] 36

(G) ESTIMATED APPLICATION FILING DATE: 41] MONTH [42: March 43] DAY [44: 5, 45] YEAR [46: 1976

ADDITIONAL INFORMATION—ALL APPLICANTS

I. A. Is the project consistent with the city or county comprehensive plan, zoning and subdivision ordinance? No ☐ Yes ☒

I. B. Is the proposal consistent with statewide land use goals? No ☐ Yes ☒

I. C. Is the proposal consistent with state and regional plans? No ☐ Yes ☒

II. Will the project have an impact on a neighboring jurisdiction? No ☒ Yes ☐

If so, is the project consistent with the comprehensive plan for that jurisdiction? No ☐ Yes ☐

III. Explain deviations if any, from pertinent plans.

IV. Federal Catalog number (or Public Law no. and title) 20.205 Highway Planning and Construction

V. Has funding agency been notified? No ☐ Yes ☒ Date: March 5, 1976

VI. If project includes state funds (12C), identify agency

STATE AGENCIES ONLY

VIII. (a) IS PROGRAM BUDGETED ☐ NON-BUDGETED ☐

(b) STATE SHARE

GENERAL FUND CASH	OTHER FUND CASH	IN KIND
$_____	$_____	$_____

(c) FUNDING METHOD

	FEDERAL SHARE	STATE SHARE	TOTAL
First Year	%____ $_____	%____ $_____	%____ $_____
Second Year	%____ $_____	%____ $_____	%____ $_____
Third Year	%____ $_____	%____ $_____	%____ $_____

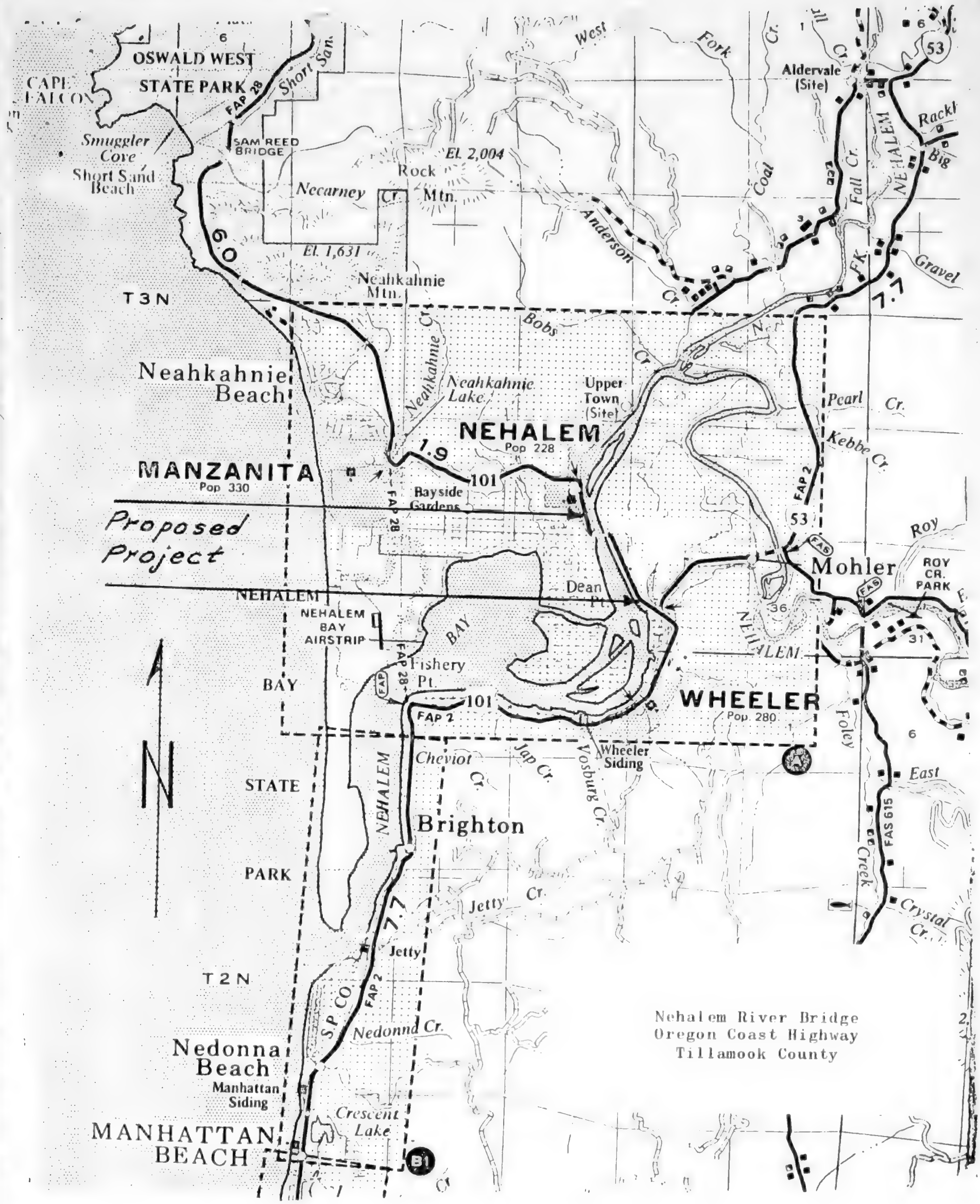
(d) WILL PROGRAM REQUIRE HIRING OF NEW STATE EMPLOYEES? No ☐ Yes ☐ Number _____

(e) Will accounting for this grant be administered by the Executive Dept. Accounting Division? Yes ☐ No ☐

PLEASE ATTACH ANY ADDITIONAL NARRATIVE OR REMARKS

This is a Category 3 project of Major-non significant environmental impact under Oregon's Action Plan.

This survey is proposed by the State Highway Division and is intended to develop the preliminary engineering phase only through location and/or design.


OSWALD WEST
STATE PARK
CAPE FALCON
FAP 28
Short Sand
SAM REED BRIDGE
Smuggler Cove
Short Sand Beach
El. 2,004
Rock Mtn.
Necarney Cr.
El. 1,631
Neahkahnie Mtn.
6.0
T3N
Neahkahnie Beach
Neahkahnie Cr.
Neahkahnie Lake
Bobs Cr
Upper Town (Site)
NEHALEM
Pop 228
1.9
MANZANITA
Pop 330
101
Bayside Gardens
FAP 28
Proposed Project
NEHALEM
NEHALEM BAY AIRSTRIP
Dean Pt
BAY
Fishery Pt
FAP 28
101
FAP 2
WHEELER
Pop. 280
Aldervale (Site)
West Fork
Coal Cr.
Anderson Cr.
Fall Cr.
NEHALEM
Rackl
Big
Gravel
FK.
Pearl Cr.
Kebbe Cr.
FAP 2
53
Mohler
ROY CR. PARK
Roy
FAS
36
31
Foley
6
East
FAS 615
Creek
Crystal Cr.
Cheviot Cr.
Jap Cr.
Vosburg Cr.
Wheeler Siding
STATE PARK
Brighton
Jetty Cr.
Jetty
7.7
T2N
SP CO
FAP 2
Nedonnd Cr.
Nedonna Beach
Manhattan Siding
Crescent Lake
MANHATTAN BEACH
Nehalem River Bridge
Oregon Coast Highway
Tillamook County

9469

FORM 31-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

December 12, 1975

Salem, OR 97310

FILE:

FROM: Gary A. Potter, Manager
Environmental Section
ORIGINAL SIGNED BY GARY A. POTTER

SUBJECT: Interdisciplinary Team 1
Nehalem River Bridge

NOTED
E. S. HUNTER

TO: MEMO TO FILE

A meeting was held December 11, 1975, to discuss the Nehalem River Bridge replacement. Present were Wolfe, Fredrickson, Wills, Ellison and Potter.

There was considerable discussion of the future of US 101 in this section of the Oregon Coast. The old Nehalem sandspit location and other potential locations in the Manzanita-Nehalem area were discussed.

It was decided that the project should not be a category 1 project, and that the environmental documentation should be limited to the bridge replacement alternative and associated road approach work for the following reasons:

1. The replacement of the bridge is immediate and necessary due to the condition of the existing bridge.

2. The building of a new bridge just downstream from the old bridge does not preclude several alternative locations on related portions of Highway 101.

3. The replacement of the bridge would need to be undertaken even if the Nehalem Sandspit route were to be constructed in the future.

A Coast Guard permit for the bridge will be necessary. Bridge will arrange for early coordination and field inspection. Region, during the location survey, will conduct a survey of the boat usage (number, size, and type) of the Nehalem River in the vicinity of the project.

The Team felt the project may warrant a Category 3, major, non-significant classification, but that field inspection and review of right-of-way needs will need to be undertaken before a final determination can be made.

The rough draft assessment is attached to Mr. Fredrickson's copy for field review, update, and recommendations as to category and type of action.

GAP:ss

cc: E. S. Hunter ✓
R. L. Schroeder
Victor D. Wolfe
Walt Hart
R. W. Ellison
L. W. Rulien
J. B. Boyd
C. O. Fredrickson w/attach
Bill Kappus-FHWA

RECEIVED
HIGHWAY ENG.
DEC 12 '75
REFER TO
FOR

9414

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

DATE: May 6, 1975

SUBJECT: Special Bridge Replacement Program
Selection Criteria - Replacement Candidates

In reply refer to: 1041BR/407.4

FROM : G. L. Green, Division Engineer

TO : Mr. F. B. Klaboe, Administrator & State Highway Engineer
Salem, Oregon
Attn: Mr. H. S. Coulter, Asst State Hwy Engr Operation

We have received the SI&A computer printout sheets for the State of Oregon listing the bridges with sufficiency rating of 50 or less and this is attached. We are also forwarding Oregon's bridge selection criteria for replacement candidates dated April 24, 1975.

Please note we find the following structures eligible as replacement candidates including the new 50 sufficiency rating for candidate selection.

Bridge	Bridge Numbers	Sufficiency Rating
Coquille River	00598	48.3
Ritner Creek	01251	50.0
2nd Street, La Grande	09069	22.0
Cozine Creek	18T01	23.7
Coalbank Slough	02478	26.1
Thomas Creek	12935	42.1
Oswego Lake Outlet	06070	43.1
Island City	04821	26.2
Bear Creek	32C11	36.3
Nehalem River	00574	44.0
Snake River - Idaho	01000	48.3
Beaverton Creek	13089	49.2

NOTED
E. S. HUNTER
CC Rudeen
5-9-75

This information is based on your latest submittals to us under this program. We hope it will be helpful in your planning.

for G. L. Green

RECEIVED
STATE HWY ENGR
MAY 8 '75
REFER TO
FOR
Info | Inves. | R/D | D/R | Sign | Act. | File

Attachment
Printout (Inc. error sheet)

RECEIVED
MAY 9 1975
OFFICE OF
ASSISTANT STATE HIGHWAY ENGINEER

NOTED
L. L. JOHNS

cc Hunter

Robert W. Straub
xxxxxxxxxxx

April 14, 1975

Ms. Eunice E. Tubbesing
Route 1, Box 300
Nehalem, OR 97131

Dear Ms. Tubbesing:

This is in reply to your March 26 letter in which you inquire about our plans for the Nehalem River Bridge on the Oregon Coast Highway.

The present structure is nearing the end of its service life and we are currently studying alternate sites for its replacement. You may be aware of the studies conducted by the Highway Division in the past which involved relocation of the highway on the spit. One of these crossed the Nehalem at Fishery Point as you have suggested; the other crossed the river near the present jetties where the river flows into the ocean. In recent years, great concern has been expressed for the estuarine areas which has resulted in restriction of nearly all construction in those areas. Since these plans required use of sand spit lands and some estuarine encroachment, both have been abandoned for the present time.

In order to replace the present aging structure, we must seek a location which will have a minimum impact on the previously noted elements and be within our financial capability. The location we are studying a short way downstream from the existing structure satisfies that criteria. The upstream location was examined and did not meet the criteria, being more costly and disruptive to the environment.

Our Resident Engineer in Tillamook, Mr. Chester Anderson, is currently studying the problem and can give

you the details as to how this proposal may affect your home and property. I am sure he would welcome an opportunity to discuss the matter with you. His telephone number and address are: 842-7782; 308 Evergreen Drive, Tillamook, OR 97141.

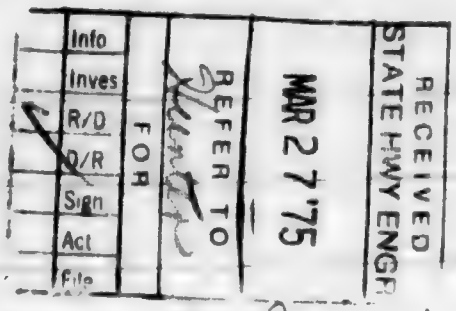
Very truly yours,

A. E. Johnson
Deputy State Highway Engineer

bc F. B. Klaboe
E. S. Hunter
C. O. Fredrickson (enc.)
Chester Anderson "
Victor D. Wolfe

GCW:mc ja

Nehalem, Oregon
March, 26, 1975



State Highway Commission,
Salem, Oregon.

Sirs:-

I understand it is being talked of building a new bridge across the Nehalem river near Nehalem. I live just down the river from the present bridge. as I have been told if the new bridge is built below the present bridge it will ruin both my house and small acreage I own and live in. I would not be able to live there or sell it if I ever wanted to.

I think the highway should be built nearer the coast and cross the river near Fisher point or below.

But if there is a bridge built near Nehalem it could be on the East side of the Nehalem river up from the present bridge to the main part of Nehalem and then cross the river, then straight to connect to the present highway. No homes in the way as I see it.

I hope you can save my home where as I have lived here nearly all my ~~lost~~ life and would like to stay here as long as I can

Thank you
Eunice E. Tubbesing.

1982 Nehalem R. Br. Sec., Ore. 9469
Coast Hwy. SANDAU DREDGING VS.
PORT OF NEHALEM #3

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiffs, vs. THE PORT OF NEHALEM, Defendant-Third Party Plaintiff, vs. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATDION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation, Third-Party Defendants.	NO. 22-736 STIPULATED ORDER OF DISMISSAL OF ALL CLAIMS

It appearing to the Court that all parties hereto, as witnessed by the signatures of their respective counsel affixed hereto, have fully compromised and settled all claims before the Court in this matter, and pursuant to the request of all parties; now THEREFORE:

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SCHOUBOE, MARVIN & FURNISS
Attorneys at Law
6420 S. W. Macadam Avenue, Suite 204
Portland, Oregon 97201
Telephone (503) 246-7966

IT IS HEREBY ORDERED that this matter, and all claims herein, be and the same hereby are dismissed with prejudice and without costs or fees to any party.

DATED this _____ day of November, 1985.

Delbert B. Mayer
Circuit Court Judge

IT IS SO STIPULATED:

Robert L. O'Halloran
Of Attorneys for Sandau

Daniel J. Seifer
Of Attorneys for Port of Nehalem

William F. Cloran
Assistant Attorney General
State of Oregon

Richard H. Divine
Of Attorneys for Wilsey & Ham

Submitted by:
Richard H. Divine
Schouboe, Marvin & Furniss
Of Attorneys for Wilsey & Ham

SCHOUBOE, MARVIN & FURNISS
Attorneys at Law
6420 S. W. Macadam Avenue, Suite 204
Portland, Oregon 97201
Telephone (503) 246-7966

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING

Plaintiff,

v.

THE PORT OF NEHALEM,

Defendant-Third Party Plaintiff,

v.

STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation,

Third-Party Defendants.

No. 22-736

PLAINTIFF'S RESPONSE TO DEFENDANT PORT OF NEHALEM'S REQUEST FOR PRODUCTION OF DOCUMENTS

Plaintiff responds to defendant Port of Nehalem's First Request for Production of Documents as follows:

REQUEST NO. 1.

"Each and every document concerning, discussing or referring to Sandau's financial condition from fiscal year 1979 to the date of Sandau's response to this request, including without limitation financial records, bank statements and financial statements, whether audited or unaudited."

RESPONSE:

Plaintiff will produce financial statements for the years 1982 and 1983. Plaintiff objects to the requirement of producing "each and every document" upon which the financial statements were based as being duplicative, and unduly burdensome.

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ATTORNEYS AT LAW
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PORTLAND, OREGON 97204
503-224-2147

REQUEST NO. 2.

"Each and every loan receipt, proof of loss, trust receipt, or other documents concerning, discussing, or referring to insurance coverage or payments for losses sustained by Sandau on the project."

RESPONSE:

To the extent such documents exist they will be produced.

REQUEST NO. 3.

"Certificates of authority of plaintiff to do business as Sandau Dredging, and any other documents reflecting or relating to the status, sole proprietorship or otherwise, of each of Sandau Dredging (sic)."

RESPONSE:

Plaintiff will obtain from the State of Oregon a copy of documents relating to his authority to do business as Sandau Dredging and will produce such documents for defendant when received.

REQUEST NO. 4.

"Each and every bid and any other document concerning, discussing or referring to Sandau's bidding on any dredging work, including the dredging this (sic) project, from 1979 to the date of Sandau's response to this request."

RESPONSE:

Sandau will produce documents relating to his bid for the project at issue in this lawsuit to the extent they exist.

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Plaintiff objects to the balance of this request on the grounds that it is overly broad and burdensome, and is not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 5.

"Each and every document concerning discussing, referring to or summarizing prebid meetings or discussions by Sandau in preparation for the submission of its bid to the Port on the dredging project."

RESPONSE:

To the extent that such documents exist they will be produced.

REQUEST NO. 6.

"Each and every document prepared or used by Sandau in calculating, estimating, preparing or submitting its bid to the Port on the dredging project."

RESPONSE:

To the extent such documents exist they will be produced.

REQUEST NO. 7.

"Each and every document concerning, discussing or referring to any plans and schedules prepared or utilized by Sandau for performing each part of its work on the project."

RESPONSE:

To the extent such documents exist they will be produced.

///

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503-224-2147

REQUEST NO. 8.

"Each and every document concerning, discussing or referring to changes in the work on the dredging project, including without limitation, any and all written estimates of any change in price and/or time for completion submitted or prepared by Sandau."

RESPONSE:

To the extent such documents exist they will be produced.

REQUEST NO. 9.

"Each and every document concerning, discussing or referring to equipment used, being used, or to be used by Sandau in the dredging project, including without limitation, documents concerning cost of purchase, lease, rent, maintain, service and repair such equipment."

RESPONSE:

To the extent such documents exist they will be produced.

REQUEST NO. 10.

"Each and every document, including without limitation, payroll records and time cards concerning, discussing or referring to Sandau's personnel and employees on the project, including the hiring of same from 1979 to the date of Sandau's response to this request."

RESPONSE:

Plaintiff objects to this request as being unduly broad

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and burdensome, not reasonably related to any potential issues in this lawsuit, and not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 11.

"Each and every report, daily or otherwise, filed or prepared by Sandau's employees which reflect work performed on any given day of the project."

RESPONSE:

To the extent such documents exist they will be produced.

REQUEST NO. 12.

"All field notes and diaries concerning, discussing or referring to the dredging project."

RESPONSE:

To the extent they exist such documents will be produced.

REQUEST NO. 13.

"Each and every time report, daily or otherwise, and any other documents concerning, discussing or referring to the daily time reports for all labor furnished and equipment used by Sandau on the project."

RESPONSE:

To the extent such documents exist they will be produced.

REQUEST NO. 14.

"Each and every document reflecting, concerning or

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referring to any communication between Sandau and its suppliers on the project, including without limitation, supply orders, invoices, receipts, and lease agreements."

RESPONSE:

To the extent such documents exist they will be produced.

REQUEST NO. 15.

"Each and every document concerning, discussing or referring to any and all delays in Sandau's work on the dredging project."

RESPONSE:

To the extent such documents exist they will be produced.

REQUEST NO. 16.

"Each and every document concerning, discussing or referring to Sandau's notification to the Port of any discrepancies between conditions actually existing and those shown on the contract."

RESPONSE:

To the extent such documents exist they will be produced.

REQUEST NO. 17.

"Each and every document concerning, discussing or referring to any accident or damage to person or equipment occurring on the project."

///

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RESPONSE:

Plaintiff objects to this request as not being reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 18.

"Each and every document concerning, discussing or referring to any violations for which Sandau was cited in connection with performance under the contract, including citations issued by the Oregon Highway Patrol, Oregon Department of Forestry, Oregon Department of Labor, Oregon Department of Transportation or any other state or federal agency."

RESPONSE:

Plaintiff objects to this request as not being reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 19.

"Each and every document concerning, discussing or referring to claims by Sandau for reimbursement for overtime work on the project."

RESPONSE:

To the extent such documents exist they will be produced.

REQUEST NO. 20.

"Each and every document concerning, discussing or referring to claims by Sandau for reimbursement for extra work on the project."

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RESPONSE:

To the extent that such documents exist they will be produced.

REQUEST NO. 21.

"Each and every document concerning, discussing or referring to progress reports of any kind, including those submitted by Sandau to the Port."

RESPONSE:

To the extent such documents exist they will be produced.

REQUEST NO. 22.

"Each and every document not herein before described in any way pertaining to the project and/or Sandau's performance on the contract."

RESPONSE:

Plaintiff objects to this request as overly broad and not being reasonably calculated to lead to the discovery of admissible evidence. In addition, plaintiff objects to this request to the extent it calls for the production of documents which would be protected by the attorney-client privilege or the work product doctrine.

REQUEST NO. 23.

"With regard to the allegations in paragraph II of the complaint, the following:

A. Each and every document relating to the allegation that the Port distributed a "grain size distribution" chart;

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B. Each and every document relating to the allegation that the chart represented the material which was to be dredged by the successful low bidder."

RESPONSE:

Plaintiff objects to this request to the extent that it calls for plaintiff's counsel to reveal to defendant plaintiff's counsel's work product or documents protected by the attorney-client privilege.

REQUEST NO. 24.

"With regard to the allegations in paragraph IV of the complaint, the following:

A. Each and every document relating to the date, time and method of discovery of the nature of the material Sandau was dredging;

B. Each and every document relating to the allegation that the material was substantially more granular than was represented in the "grain size distribution" chart."

RESPONSE:

Plaintiff objects to this request to the extent that it calls for plaintiff's attorneys to reveal to defendant plaintiff's attorney's work product or documents protected under the attorney-client privilege.

REQUEST NO. 25.

"With regard to the allegations in paragraph V of the complaint, each and every document relating to or discussing production calculations."

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RESPONSE:

Plaintiff objects to this request to the extent that it calls for plaintiff's attorneys to reveal to defendant plaintiff's attorney's work product or documents falling under the attorney-client privilege.

REQUEST NO. 26.

"With regard to the allegations in paragraph VI, each and every document relating to calculations of time and labor expended on the project."

RESPONSE:

Plaintiff objects to this request to the extent that it requires plaintiff's attorneys to reveal to defendant plaintiff's attorney's work product or documents falling within the attorney-client privilege.

REQUEST NO. 27.

"With regard to the allegations in paragraph X, each and every document relating to measurements of any and all embankments."

RESPONSE:

Plaintiff objects to this request to the extent it calls for plaintiff's attorneys to reveal to defendant plaintiff's attorney's work product or documents protected by the attorney-client privilege.

BLANKET OBJECTIONS:

Plaintiff objects to each and every request to the extent it calls for the production of documents falling within

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the attorney-client privilege or work product doctrine.

Further, plaintiff objects to each and every request to the extent it includes materials prepared or received in anticipation of or pursuant to this litigation.

ALLEN & YAZBECK

JOSEPH A. YAZBECK, JR.

JOSEPH A. YAZBECK, JR., OSB# 77400
Of Attorneys for Plaintiff

ALLEN & YAZBECK
ATTORNEYS AT LAW
735 S.W. 1ST AVE.
PORTLAND, OREGON 97204
503-224-2147

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the foregoing

FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO THIRD-PARTY DEFENDANT STATE OF OREGON, FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO THIRD-PARTY DEFENDANT WILSEY AND HAM AND RESPONSES TO DEFENDANT'S REQUEST FOR PRODUCTION on the following parties by hand delivery or mailing, postage prepaid, addressed as follows:

ELIZABETH TRAINOR
ATTORNEY AT LAW
333 S.W. TAYLOR STREET
PORTLAND, OREGON 97204

RICHARD DIVINE
ATTORNEY AT LAW
SUITE 204
6420 SW MACADAM
PORTLAND, OREGON 97201

DAVE FROHNMAYER
ATTORNEY GENERAL
JUSTICE BUILDING
SALEM, OREGON 97310

CERTIFIED A TRUE COPY:

_____
Of Attorney for Plaintiff

DATED: 21 NOVEMBER, 1984

JOSEPH A. YAZBECK, JR.

JOSEPH A. YAZBECK, JR. OSB# 77400

ALLEN & YAZBECK
ATTORNEYS AT LAW
735 S.W. 1ST AVE
PORTLAND, OREGON 97204
503-224-2147

L. M. SCHOUBOE
JAMES H. MARVIN
ANTHONY W. FURNISS
DOUGLAS C. FARRELL
GLEN S. SHEARER
RICHARD H. DIVINE
GREGORY J. LEINEWEBER

SCHOUBOE, MARVIN & FURNISS
ATTORNEYS AT LAW
204 WILLAMETTE PARK PLAZA
6420 S. W. MACADAM AVENUE
PORTLAND, OREGON 97201

AREA CODE 503
TELEPHONE 246-7966

November 19, 1985

Mr. Daniel J. Seifer
Attorney at Law
Meyer, Seifer & Stewart
1000 Willamette Center
121 S. W. Salmon St.
Portland, Oregon 97204-2986

Re: Sandau v. Port of Nehalem v. State
of Oregon, et al,
Tillamook County Case No. 22-736

Dear Mr. Seifer:

Enclosed please find the four copies of the settlement documents which now bear my client's authorized signature in addition to the others. Also enclosed is my client's settlement check made payable to your client as instructed in the amount of $1,000.00.

Per your letter of November 18, 1985, please forward the documents to Mr. O'Halloran for his client's signature.

The settlement check is forwarded to you on the condition that it not be negltiated until the Stipulated Order of Dismissal has been forwarded to the court and the fully executed Settlement Agreement has been distributed.

Very truly yours,

SCHOUBOE, MARVIN & FURNISS

Richard H. Divine

RHD/jf
Enclosures

cc: Mr. William Cloran
Mr. Robert O'Halloran

AGREEMENT OF COMPROMISE AND SETTLEMENT
AND
RELEASES OF ALL CLAIMS

This is an Agreement of Compromise and Settlement and Releases of All Claims (the "Settlement Agreement") between Donald Sandau, dba Sandau Dredging ("Sandau"), the Port of Nehalem ("Port"), the State of Oregon ex rel Department of Transportation, Highway Division ("State"), and Wilsey & Ham, Inc. ("Wilsey & Ham"), collectively referred to herein as the "parties".

RECITALS

There is now pending in the Circuit Court of the State of Oregon for the County of Tillamook, a case entitled as follows:

Donald Sandau, dba Sandau Dredging, v. The Port of Nehalem, Defendant-Third Party Plaintiff, v. State of Oregon, ex rel Department of Transportation, Highway Division, and Wilsey & Ham, Inc., a foreign corporation, Third-Party Defendants.
No. 22-736

The parties to said case desire to settle and compromise their differences as represented in the pleadings filed in said case. The parties to said case also desire to settle and compromise any and all claims which any of them may have or assert against any of the others arising out of, based on, or in any way directly or indirectly related to any of the following:

(a) The Port of Nehalem 1983 Nehalem River Dredging Project;

(b) The Cooperative Agreement No. 7575 entered into by the Port of Nehalem and the State of Oregon dated December 4, 1981;

(c) The contract entered into by the Port of Nehalem and Donald S. Sandau dated December 5, 1981; and

(d) The Port's use of text entitled "Material Characteristics" prepared by Wilsey & Ham for inclusion in the dredge material disposal planning study done by Wilsey & Ham for Tillamook County pursuant to agreement dated July 9, 1979,

all collectively referred to hereinafter as "the projects and contracts".

NOW, THEREFORE, it is agreed as follows:

1. Payment. In consideration of performance of the remaining provisions of this Settlement Agreement, Port shall pay to Sandau the amount of $20,000.00, receipt of which is hereby acknowledged. For the same consideration, Wilsey & Ham shall pay to Port the amount of $1,000.00, receipt of which is hereby acknowledged. For the same consideration, State shall promptly pay to Port the amount of $10,000.00.

2. Dismissal of Pending Cases. In consideration of performance of the other provisions of this Settlement Agreement, the parties to said pending case shall dismiss with prejudice and without costs any and all claims alleged in the pleadings filed in said case. The parties shall enter into and execute a Stipulated Order of Dismissal for dismissal of said case in its entirety with prejudice and without costs, and forthwith seek the Circuit Court's approval and entry of an Order of Dismissal of said case with prejudice and without costs.

3. Releases of All Claims. In consideration of the performance of the other provisions of this Settlement Agreement, each of the parties hereby releases and forever discharges the other parties from any and all claims, demands, damages, actions, or suits of any kind and nature whatsoever, whether known or unknown, and in whatever legal theory or form, arising out of, based on, or in any way directly or indirectly related to the projects and contracts.

4. Acknowledgment/Limitations. Port agrees that it shall notify Wilsey & Ham prior to any future dissemination, distribution or transmission of any portion of the aforesaid Wilsey & Ham planning study for any purpose. Said notification shall be in writing directed to the manager of Wilsey & Ham's Portland office. Port hereby acknowledges that said study is for planning purposes only, and it further agrees that it shall not in any event rely upon or utilize any portion of the aforementioned Wilsey & Ham planning study for any construction related purpose.

5. Disclaimer of Liability/Purpose. It is understood and agreed that neither this Settlement Agreement, nor the negotiation, execution, or performance thereof shall be deemed or construed to constitute an admission, directly or indirectly, of liability for, responsibility for, or of the truth of any of the matters referred to or

alleged in said pending cases. The negotiation, execution and performance of this Settlement Agreement is for the sole purpose of compromising and settling disputed and doubtful claims and for buying peace, and each party expressly denies any and all liability for any claim or allegation set forth in any pleading in said case.

6. Date and Effect. This Settlement Agreement shall become effective upon its execution by all of the parties. This Settlement Agreement shall be binding upon the parties and their successors and assigns, and shall inure to the benefit of the parties, their successors and assigns, agents and representatives, and insurers.

7. Declaration. The parties hereby declare that the terms of this Settlement Agreement have been read by them and are fully understood and voluntarily accepted for the purpose of making a full, final, and complete compromise and settlement of all matters and claims referred to herein. The parties further declare that their acceptance and execution of this Settlement Agreement has been upon the advice of legal counsel and that their execution of this Settlement Agreement is performed by duly authorized representatives who are fully and legally authorized and empowered to act on behalf of the parties.

IN WITNESS WHEREOF, this Agreement of Compromise and Settlement and Releases of All Claims has been executed on the dates respectively shown below.

DONALD SANDAU

Donald Sandau

Date 11/22/85

STATE OF OREGON

By Warren E. Lemon

As Asst Hwy Engr.

Date 11/15/85

PORT OF NEHALEM

By Capstone Eagle Inc

As

Date 11/12/1985

WILSEY & HAM, INC.

By

As Vice President

Date 11/19/85

L. M. SCHOUBOE
JAMES H. MARVIN
ANTHONY W. FURNISS
DOUGLAS C. FARRELL
GLEN S. SHEARER
RICHARD H. DIVINE
GREGORY J. LEINEWEBER

SCHOUBOE, MARVIN & FURNISS
ATTORNEYS AT LAW
204 WILLAMETTE PARK PLAZA
6420 S. W. MACADAM AVENUE
PORTLAND, OREGON 97201

AREA CODE 503
TELEPHONE 246-7966

October 31, 1985

Mr. Daniel J. Seifer
Attorney at Law
Meyer, Seifer & Stewart
1000 Willamette Center
121 S. W. Salmon St.
Portland, Oregon 97204-2986

Re: Sandau v. Port of Nehalem v. State of Oregon, et al,
Tillamook County Case No. 22-736

Dear Dan:

Enclosed are four originals of the agreement formalizing the settlement of the above referenced matter. This latest version incorporates all of the items which you and I discussed on the telephone and I trust that it meets with your satisfaction.

Bob O'Halloran tells me that you will be presenting the originals and your client's check to his client, so I am starting them off in your hands. If each party wants a fully executed original, they should have their client's representative sign all four originals and route them around until the last person signing can distribute them.

I am also enclosing a Stipulation for Dismissal of the pending claims in accordance with the terms of the agreement. It probably would save time if it were circulated together with the agreement. The last attorney signing can forward it to the Court with notification to those attorneys desiring to be informed of its filing.

Very truly yours,

SCHOUBOE, MARVIN & FURNISS

Richard H. Divine

RHD/jf
Enclosures

cc: Robert L. O'Halloran
William F. Cloran

TO

Leo

L. M. Schouboe
James H. Marvin
Anthony W. Furniss
Douglas C. Farrell
Glen S. Shearer
Richard H. Divine
Gregory J. Leineweber

SCHOUBOE, MARVIN & FURNISS
ATTORNEYS AT LAW
204 Willamette Park Plaza
6420 S. W. Macadam Avenue
Portland, Oregon 97201

Area Code 503
Telephone 246-7966

October 24, 1985

Mr. Daniel J. Seifer
Attorney at Law
Meyer, Seifer & Stewart
1000 Willamette Center
121 S. W. Salmon St.
Portland, Oregon 97204-2986

OR

Mr. Joseph A. Yazbeck, Jr.
Attorney at Law
Allen, Kilmer, Schrader,
Yazbeck & Chenoweth
735 S. W. First Ave.
Portland, OR 97204

Mr. William F. Cloran
Assistant Attorney General
Oregon Department of Justice
450 Justice Building
Salem, OR 97310

Re: Sandau v. Port of Nehalem v. State
of Oregon, et al,
Tillamook County Case No. 22-736

Gentlemen:

Enclosed is a proposed form of settlement agreement which I am circulating to solicit your comments. As the document is on our word processor, any necessary changes can be made fairly expeditiously. If the proposed form is acceptable or if we all agree upon desired changes, I will cause a final version to be printed out and will start circulating it for signatures. May I please have your response as soon as possible so that we can wrap this matter up as quickly as possible.

Dan, in addition to your review and changes, if any, we will need to know the dollar amounts to be inserted in paragraph 1.

Very truly yours,

SCHOUBOE, MARVIN & FURNISS

Richard H. Divine

RHD/jf
Enclosure

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING Plaintiff, v. THE PORT OF NEHALEM, Defendant-Third Party Plaintiff, v. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation, Third-Party Defendants.	No. 22-736 PLAINTIFF'S FIRST REQUEST FOR PRODUCTION TO THIRD-PARTY DEFENDANT WILSEY & HAM, INC.

TO: WILSEY & HAM, INC., and its attorneys, SCHOUBOE, MARVIN & FURNISS.

Pursuant to ORCP 43, plaintiffs request that each defendant produce for inspection and copying within twenty (20) days of the date of service of this request, in the law offices of Allen & Yazbeck, 735 S. W. First Avenue, Portland 97204, the following described documents:

DEFINITIONS

A. The term "person" means, inclusively, an individual, partnership, corporation, or other entity or organization.

B. Where reference is made to any date or any figure, such reference is intended to connote an approximation.

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PORTLAND, OREGON 97204
503-224-2147

C. "Document" or "documents" is meant to include all items within the scope of Oregon Rule of Civil Procedure 43 and, without limiting its generality, contracts, agreements, correspondence, letters, telegrams, reports, records, schedules, diaries, calendars, appointment books, invoices, purchase orders, books, pamphlets, accounting records and worksheets, time slips, computer inputs or outputs, charts, diagrams, notes, estimates, summaries, appraisals, inventories, minutes of meetings and memoranda, including intercorporate, intracorporate, interoffice and intraoffice memoranda, and memoranda regarding conferences, conversations or telephone conversations, any and all taped, recorded, written, printed or typed matters of any kind or description, unless otherwise specified herein.

D. When correspondence between one or more persons is requested, the request is meant to include, without limiting its generality, any document or documents given, sent, or shown by one such person to one or more other such persons however transmitted or delivered, and whether or not retained by the recipient or recipients at the time of transmittal or delivery.

E. Each draft or version of each document is included within the definition as are all attachments, exhibits, and enclosures included within all such drafts or versions.

INSTRUCTIONS FOR USE

A. Produce all documents or any parts or segments thereof which are in your possession or subject to your

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PORTLAND, OREGON 97204
503-224-2147

possession, custody, control or access. As to any document which you fail to produce, state the location and address where such document can be found, the name of the person who possesses such document, when such document left your possession, and the reasons why you cannot produce such document.

B. If any document is withheld under claim of privilege, you are required to:

(a) Identify each document with sufficient particularity as to author(s), addressee(s), recipient(s) and content to allow the plaintiff to bring the matter before the Court;

(b) The nature of the privilege(s) asserted; and

(c) The factual basis for the claim of privilege.

C. This request is a continuing one. If, after producing documents, defendants obtain or become aware of any further documents responsive to this Request, defendants are required to produce such additional documents.

REQUESTED DOCUMENTS

1. All documents upon which third-party defendant intends to rely at trial.

2. All documents which relate or refer to or constitute correspondence between any of the following persons or entities or their employees or agents relating to the dredging project at issue in this lawsuit:

///

ALLEN & YAZBECK
ATTORNEYS AT LAW
735 S.W. 1ST AVE
PORTLAND, OREGON 97204
503-224-2147

a) Port of Nehalem;

b) Allen Terry & Associates;

c) Sandau Dredging;

d) State of Oregon;

e) Department of Transportation;

f) Oregon State Highway Division;

g) Gerald Weimer; and

h) Wilsey & Ham.

3. All documents which relate or refer to or constitute notes, daily diaries, daily inspection reports, reports, memos, or other documents which refer or relate to Sandau Dredging's project on the Nehalem River which is at issue in this lawsuit.

4. All documents which relate or refer to or constitute reports, test results, analyses, or gradation samples relating to the material or the characteristics of the material encountered by plaintiff on his dredging project on the Nehalem River which is the subject of this lawsuit.

ALLEN & YAZBECK

JOSEPH A. YAZBECK, JR.

JOSEPH A. YAZBECK, JR., OSB# 77400
Of Attorneys for Plaintiff

ALLEN & YAZBECK
ATTORNEYS AT LAW
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PORTLAND, OREGON 97204
503-224-2147

Certified a true and correct copy of the original.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiffs, v. THE PORT OF NEHALEM, Defendant-Third Party Plaintiff, v. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation, Third Party Defendants.	No. 22-736 THIRD PARTY PLAINTIFF'S MEMORANDUM IN OPPOSITION TO WILSEY & HAM'S RULE 21 MOTIONS (ORAL ARGUMENT REQUESTED)

Time required for argument: 15 minutes.

Appearance by telecommunication: Not requested.

Parties served: See attached Certificate of Service.

Attorney location: More than 25 miles from the courthouse.

Court reporter: Not requested.

Third Party Plaintiff, The Port of Nehalem ("The Port"), opposes the Rule 21 motions of Third-Party Defendant Wilsey & Ham ("Wilsey & Ham"), and each of them, and would respectfully show the court as follows:

1.

Response to Wilsey & Ham's first motion: The Port's pleading properly states a third party complaint under ORCP 22C.

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503 22 3020

POINTS AND AUTHORITIES

ORCP 22C(1).

Wilsey & Ham seriously misconstrues The Port's third party complaint, and mistakenly attacks it for failure to state a claim in common law indemnity. The Port's third party complaint does not state, nor does it attempt to state, a claim for common law indemnity. The Port's complaint alleges that Wilsey & Ham was negligent in obtaining and reporting results of certain samples of surficial sediments obtained in the Nehalem Bay. The third party complaint states a cause of action in negligence, and the question is whether this claim is proper under the law of impleader.

In the event The Port is found liable to the Plaintiff herein, Sandau, then Wilsey & Ham's negligence proximately caused any liability of The Port. The Port's claim against Wilsey & Ham simply is not a claim for indemnity, and does not depend upon the existence of a duty owed by Wilsey & Ham to Sandau for its survival.

ORCP 22C provides that:

> "After commencement of the action, a defending party, as third party plaintiff, may cause a summons and complaint to be served upon a person not a party to the action who is or may be liable to the third party plaintiff for all or part of the plaintiff's claim against the third party plaintiff..."

Therefore, the question is not whether The Port's third party complaint states a cause of action in common law

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indemnity, but rather, whether The Port's third party complaint is properly brought under ORCP 22C. 1 Civil Litigation Manual (Oregon State Bar CLE) instructs that:

> "The provisions of ORCP 22C are nearly identical to those of Rules 14(a), 14(b) and 42(b) of the Federal Rules of Civil Procedure. Thus, although the concept of third party practice has not been in existence in the Oregon state courts long enough for substantial law to have developed in the area, federal authorities may be useful and persuasive in interpreting the Oregon rule." Id, §13.1.

The history of Federal Rule 14(a) (the provision substantially identical to ORCP 22C(1)), and the cases decided thereunder, clearly establish that a third party complaint is properly brought where the subject matter of the third party claim bears a factual or legal relationship to the first party claim.

Thus, a third party defendant need not be liable to third party plaintiff on a cause of action identical to that of the plaintiff. It need only arise from the same "group of operative facts giving occasion for judicial action." Tiesler v. Martin Paint Stores, Inc., 76 FRD 640 (D Pennsylvania 1977). Tiesler was an action for personal injuries sustained when a can of denatured alcohol exploded. Plaintiff alleged defendant paint store violated certain state safety rules regarding labeling and packaging of alcohol, and that defendant breached an implied warranty and was negligent. Defendant,

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pursuant to FRCP 14, impleaded one Keller, claiming that his negligent use of the product was the proximate cause of the plaintiff's injuries. Keller moved to dismiss the third party complaint on the ground that it stated an entirely separate and independent claim, and could not properly be brought under Rule 14.

The district court rejected this argument holding:

> "Impleader is proper and the claim not separate or independent if the third party's liability is in some way derivative of the outcome of the main claim in that the defendant seeks to hold the third party secondarily liable to him or to pass on to the third party all or part of the liability asserted against the defendant...It is immaterial that the liability of the third party is not identical to or rests on a different theory than that underlying plaintiff's claim." Id, 76 FRD at 642 (citations omitted).

This is just such a case. Here, Wilsey & Ham's liability to The Port is dependent on the outcome of the main claim in that, if Plaintiff takes nothing, The Port will not have been damaged by Wilsey & Ham's negligence. If The Port is liable to Sandau, The Port seeks merely to hold Wilsey & Ham secondarily liable to The Port, or to pass on to Wilsey & Ham all or some part of The Port's liability to Sandau. Proper third party practice requires no more.

This is particularly true when it is remembered that FRCP 14 (and, by analogy, ORCP 22C) "...is remedial

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and should be liberally construed to achieve its purpose... to avoid circuity of action and to settle related matters in one litigation as far as practicable." Steiber v. United States, 60 FRD 668, 670 (denying motion to dismiss the Government's third party complaint against corporate general manager on theory that he was "responsible person" for failure to collect and pay over withholding taxes due from corporation).

With this background in mind, there is a clear line of authority supporting The Port's third party claim against Wilsey & Ham. For example, Aetna Casualty & Surety Company v. Kochenour, 45 FRD 248 (MD Pennsylvania 1968) was an action by a surety against its principal, a contractor, on an indemnity contract to recover monies the surety advanced to various subcontractors. The contractor filed a third party complaint against the architect, concrete subcontractor and owner. The motions to dismiss the third party complaint were denied.

Of particular interest is the contractor's negligence claim against the architect for faulty inspection, supervision, and preparation of plans and specifications. Even though there was no contractual relationship between the contractor and the architect, and the surety's claim against the contractor was based in contract, the court found the third party complaint in negligence against the architect to be properly brought under FRCP 14(a). The court found, 45 FRD at 250, that the claims arose out of the

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same set of operative facts, and the facts in the two claims were intertwined.

The court rejected the architect's argument that he could not be liable to third party plaintiffs, who were sued on an express contract of indemnity, where the third party complaint against the architect alleged that his professional negligence set up a chain of events which resulted in the claim of the surety company against the third party plaintiff.

The court rejected this argument, and, citing and quoting American Fidelity & Casualty Company, Inc. v. Greyhound Corporation, 232 F2d 89, 92 (5th Cir 1956) held as follows:

> "It is settled that impleader under Rule 14(a) does not require an identity of claims, or even that the claims rest on the same theory. Otherwise the purposes of the rule would be defeated. Plainly, if the theories differ, the facts supporting each will differ, and the question is what degree of difference will be allowed in the facts relied upon. In answering this question, the purposes of the rule, including the desire to avoid circuity of actions and to obtain consistent results, must be balanced against any prejudice which the impleaded party might suffer, and these considerations are left to the discretion of the trial court..." Aetna Casualty & Surety Company, supra, 45 FRD at 251.

To like effect, Davis v. Associated Indemnity Corporation, 56 F Supp 541 (MD Pennsylvania 1944) held that joining an action sounding in contract with one sounding in

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negligence by means of a third party complaint was proper under FRCP 14, again citing the proposition that Rule 14 should be liberally construed to the end that disputed jural relationships growing out of the same matter be resolved in one action.

The operation of FRCP 14(a), and, by analogy, ORCP 22C is not limited to a strict indemnity type of claim. Fruit Growers Coop v. California Pie & Baking Company, Inc., 2 FRD 415 (ED New York 1942) held, in part:

> "...whether 'the plaintiff's claim' as used in Rule 14 embraces defendant's proposed action against the carrier is the question at issue. Undoubtedly Rule 14 was primarily intended to cover the insurer and indemnitor sort of situation, but it is hardly to be so precisely limited.
>
> "Here plaintiff sues in contract, whereas defendant asserts a tort claim against the carriers. Yet,...defendant is seeking merely to transfer to the carriers the liability which is being asserted against it. The situation so closely approximates that of the surety or indemnitor that the case appears reasonably within the scope of Rule 14. Considerable time would be wasted were two separate actions necessary..." Fruit Growers Coop, supra, quoted in Aetna Casualty & Surety Company, supra, 45 FRD at 251.

Similarly, in the instant case, The Port's third party complaint against Wilsey & Ham is somewhat in the nature of an indemnitor situation, but rests on a separate legal

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theory. A third party claim may rest on a separate legal theory, Tiesler, supra, and, here, The Port's third party complaint need not allege the elements of common law indemnity to survive an attack on the pleading.

Because impleader practice does not require an identity of claim nor of legal theory between the first and third party claims, American Fidelity & Casualty Company, Inc. v. Greyhound Corporation, 232 F2d 89 (5th Cir 1956) affirmed the trial court's denial of third party defendant's motion to dismiss. American Fedelity sued Greyhound for declaration of rights on an insurance policy, with respect to personal injuries arising from a bus accident. American Fidelity's action was in contract. Greyhound was held to have properly impleaded American Fidelity & Casualty Company, its primary carrier, on the theory that it negligently failed to transmit notice of the loss to its excess carrier.

The Fifth Circuit rejected third party defendant's argument that the third party complaint should be dismissed because they were not liable to plaintiff. This is exactly what Wilsey & Ham claims in the instant case. The court found that to be too restrictive a reading of the impleader rule, and one that would defeat the purposes of the rule. Id, 222 F2d at 92. The third party complaint was properly brought because the transactions involved in both cases were related, and this is held true "...although the claims are by no means identical or even based on the same theory, the

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first being for breach of contract and the second for tort." Id, 222 F2d at 92.

Kirk v. Arc Steamship Company, 21 FRD 293 (SD New York 1958) found symmetry in the law of impleader practice. That case permitted a third party complaint sounding in contract to be brought where the main action was in tort. In that case an injured seaman sued his ship owners on various specifications of negligence. The ship owner, as third party plaintiff, brought in the charterer of the vessel, alleging breach of the charter contract by failing to provide a safe berth for the vessel. Whether or not the charterer had a duty, or was liable directly to the plaintiff, was a nonissue, as it is in the instant case. The issue was whether the various claims were properly brought in one action, and properly adjudicated together. The court found, as should this, that there is such a logical relationship among the claims that The Port's third party complaint is properly brought.

A direct holding that a third party complaint does not depend upon any duty of third party defendant to plaintiff is found in Barnett v. Sears Roebuck & Company, 80 FRD 662 (WD Oklahoma 1978). Plaintiff, injured while riding the store's escalator, sued the store, which filed a third party complaint against the escalator manufacturer. Plaintiff's complaint was in negligence, and the third party complaint was based, in part, on breach of a maintenance contract.

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The court found the third party complaint proper, and held:

> "Thus, all that is required for a proper third-party complaint under Rule 14(a) is a third-party defendant who is or may be liable to the third-party plaintiff for all or part of the plaintiff's claim against the third-party plaintiff and it is not necessary that the third-party plaintiff be directly liable to the plaintiff as Westinghouse suggests." Id, 80 FRD at 665 (emphasis added; citation omitted).

Jones v. Watterman S.S. Corporation, 151 F2d 992 (3rd Cir 1946) illustrates the sound policy reasons behind the liberal impleader rule of FRCP 14(a) and ORCP 22C. A review of the factors considered in that case strongly suggests that The Port's third party complaint against Wilsey & Ham fits well within the letter and spirit of impleader practice. The Jones case involved a statutory action for maintenance and cure by a seaman injured while on a pier. The injured seaman had left his vessel, proceeding across the pier toward the street when all the lights on the pier were extinguished. As a result of the darkness, he fell into an open ditch along a railway siding owned and operated by the Reading Company. The seaman brought action against his employer who impleaded the railroad. Even though there were a variety of legal issues peculiar to the seaman's statutory claim against his employer, the third party complaint was held properly brought because Reading's liability to the third party plaintiff

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depended, in part, on third party plaintiff's liability to plaintiff. The claims there were "contingent" as are the claims in the instant case. In Jones, if the defendant was not liable to plaintiff, then Reading had no liability to defendant/third party plaintiff. The seaman's employer (Watterman) properly brought in the railroad because it furthered the policy of FRCP, held to be:

> "...to avoid two actions which should be tried together, to save the time and cost of a reduplication of evidence, to obtain consistent results from identical or similar evidence, and to do away with the serious handicap to a defendant of a time difference between a judgment against him, and a judgment in his favor against the third party defendant." Jones, supra 155 F2d at 997, citing Moore's Federal Practice, Volume 1, at page 742.

Weighing these factors in the present case strongly suggests that the purpose of ORCP 22C would be furthered by permitting all of these claims, with their common factual and evidentiary elements, to be litigated in one lawsuit.

The dispositive holding in the Jones case, which applies with equal force to the present case, is:

> "If Watterman will have a claim which it can assert against Reading because compelled to pay Jones money which, absent Reading's negligence in relation to Jones, it would not have to pay, Watterman may assert that claim in the suit at bar by way of its third party complaint."

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Applied to The Port's claim against Wilsey & Ham, it is apparent that if The Port has a claim against Wilsey & Ham because it has to pay Sandau money which, absent Wilsey & Ham's negligence it would not have to pay, The Port may certainly assert that claim in the pending action.

For the foregoing reasons, Wilsey & Ham's Motion to Dismiss should be denied.

2.

Response to second motion: Wilsey & Ham's motion should be denied as frivolous.

POINTS AND AUTHORITIES

There is nothing indefinite or uncertain about The Port's allegations. The allegation that Wilsey & Ham was hired "prior to 1981" is sufficiently definite and certain for them to respond thereto. The law is clear that a complaint is subject to demurrer only when, from its face, it appears the statute of limitations has run. Shenefield v. Axtell, 274 OR 279, 545 P2d 876 (1976) Shenefield held a complaint not demurrable on statute of limitation grounds where the time when the alleged sale of property was lost did not appear on the face of the complaint. The Port's complaint does not state when Wilsey & Ham's negligence occurred, and, no statute of limitations problem appearing on the face of the complaint, Wilsey & Ham's attack on The Port's pleading is not well founded.

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If Wilsey & Ham's second motion hints at some statute of limitations defense, they are certainly free to plead that, or to assert it by motion to dismiss. ORCP 21A. The mere suggestion by a nonanswering third party defendant that an allegation "may be relevant" to a statute of limitations defense is insufficient, as a matter of law and common sense, to require The Port to plead further.

If there is any indefiniteness or uncertainty in The Port's allegations, Wilsey & Ham has cured that by its motion. They incorporate into their third motion the consulting agreement itself. That agreement, Exhibit A to Wilsey & Ham's motion, recites that it is "made and entered into this 6th day of July," it appears to bear the signature of Wilsey & Ham's representative, dated July 9, 1979.

There is nothing indefinite and certain about The Port's allegations, but if there is, Wilsey & Ham has cured it by placing the agreement itself before the court.

3.

Response to third motion: Wilsey & Ham's third motion should be denied.

POINTS AND AUTHORITIES

This motion is also frivolous, as it merely requests The Port to allege its evidence with particularity. That Wilsey & Ham was specifically engaged to sample and report upon the characteristics of certain dredge material is an allegation of an "ultimate fact" for Oregon pleading

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purposes. It is ridiculous to suggest that The Port must, in its complaint, point to or recite each item of evidence that supports the ultimate fact pled.

That Wilsey & Ham was engaged to sample and analyze the characteristics of certain dredge materials is reflected in an excerpt from Wilsey & Ham's own proposal. A photocopy of the cover of that proposal, and the page quoted below, is attached hereto as Exhibit A, and by this reference incorporated herein. The general evidence that Wilsey & Ham was so engaged is contained in their own proposal:

> "Dredge Material Characteristics. The physical and chemical characteristics of dredged materials must be analyzed to determine the viability of using various disposal options and post-dredge uses. Corps records of dredge samples will be reviewed to determine types of materials and consistency of the sediment deposition. Old disposal areas will also be examined, to analyze the material and weathering characteristics. If it is determined that more data is necessary on existing bay sediments, Wilsey & Ham will collect the necessary samples and have them analyzed by the corps laboratories."

The Port is prepared to offer a variety of evidence to support its allegation that Wilsey & Ham was specifically engaged to test the sediment characteristics in certain locations of the Nehalem Bay. When this case is set for trial, The Port will do so. However, at this pleading stage, The Port's allegation is clearly sufficient to enable Wilsey & Ham to be informed of the nature of the charges against it,

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and to prepare a defense thereto. To the extent Wilsey & Ham requires additional information, beyond the ultimate facts asserted against it, proceedings in discovery are available to it. Accordingly, Wilsey & Ham's third motion should be denied.

4.

Response to fourth motion: Wilsey & Ham's fourth motion should be denied.

POINTS AND AUTHORITIES

In this motion Wilsey & Ham also seeks to test The Port's evidence, rather than the sufficiency of its pleadings. For the reasons discussed in paragraph 3 of this response, this motion should be denied.

The Port would also show this court Wilsey & Ham's letter of June 11, 1979, attached hereto as Exhibit B, and by this reference incorporated herein. In that letter, Daniel D. Heagerty, project manager for Wilsey & Ham, states in part that:

> "Wilsey & Ham feels confident that we can successfully serve the county ports and local interests in achieving the planning goals and implementation strategies that are required for future navigation maintenance in Tillamook Bay and Nehalem Bay."

There is other evidence that Wilsey & Ham knew of the purposes to which its report would be put, but, as above, the sufficiency of The Port's evidence is not at issue here.

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The Port's allegation that Wilsey & Ham knew the uses to which its report would be put is sufficiently definite and certain that Wilsey & Ham's motion should be denied.

5.

Response to fifth motion: Wilsey & Ham's fifth motion should be denied.

POINTS AND AUTHORITIES

This motion is dilatory. The Port's allegations, fairly read as a whole, allege that Wilsey & Ham prepared a report, the "grain size distribution chart" and that, if that report misrepresented the river bed materials, then Wilsey & Ham was negligent in the particulars there alleged. This is a straightforward allegation that Wilsey & Ham breached its duty (i.e., was "negligent") with respect to the grain size distribution chart the Port alleges Wilsey & Ham prepared. This is not a "sham" allegation, it is a particularized one.

CONCLUSION

For the foregoing reasons, Wilsey & Ham's motions, and each of them, should be denied.

Respectfully submitted,

MEYER, SEIFER & STEWART, P.C.

By _____
Bradley J. Woodworth, #85370
Of Attorneys for Plaintiff

By _____
Daniel J. Seifer, #69156
Trial Attorney

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CORPS OF ENGINEERS — U. S. ARMY

DREDGED MATERIAL DISPOSAL PLAN AND POTENTIAL MITIGATION/RESTORATION SITE IDENTIFICATION FOR TILLAMOOK BAY AND NEHALEM BAY

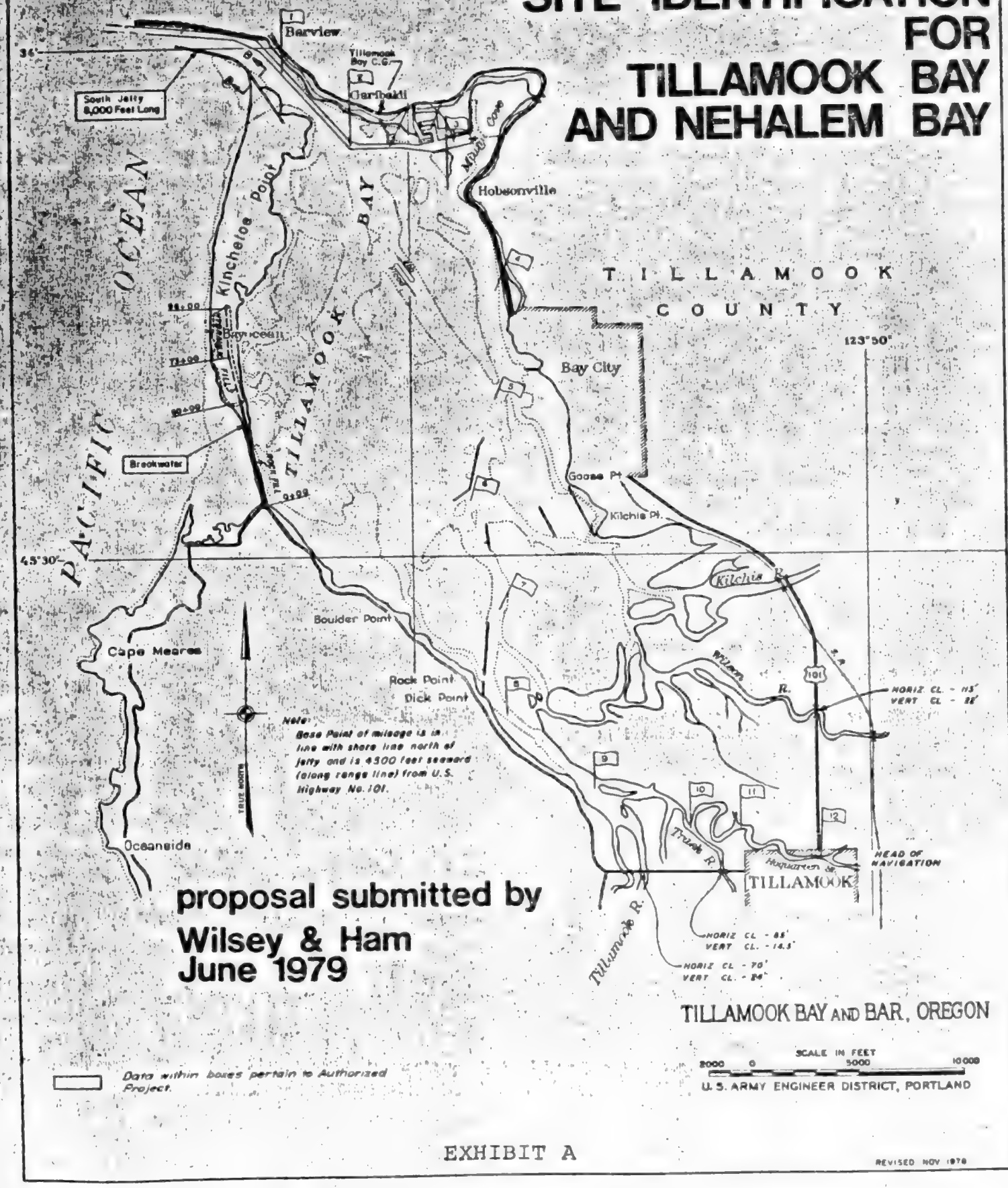

EXHIBIT A

REVISED NOV 1978

WORK PROGRAM

The work program for the Dredged Material Disposal Plan and Potential Mitigation/Restoration Site Identification for Tillamook Bay and Nehalem Bay is divided into two sections. The first section will describe in detail the work process to be undertaken, outlining the specific work tasks to be completed and the study methods that will be utilized. The second section will describe the work products to be received by the Project Steering Committee, and will outline the anticipated table of contents of the draft dredge plan.

The work program does not distinguish between the Tillamook Bay study effort and the Nehalem Bay study effort. The work efforts will vary between tasks for each bay, but for the sake of continuity and consistency they are treated as the same. Inventory compilation and review, dredge projections, scenario developments, options considerations, and agency reviews should be considered for both bays concurrently for thoroughness and efficiency.

1. DATA COLLECTION

Resource Inventory. The resource inventory review will be undertaken to establish a working knowledge of the estuarine dynamics and historical uses. Tidal elevations, salinity regimes, hydraulic conditions, significant biological areas, floodplains and hazards, and water-dependent uses will play an integral role in future disposal planning. Historical uses of the bays and past alterations to the estuarine tidelands are important factors in determining future options. These data will be compiled and used primarily by the consultant during disposal site selection and later site descriptions.

It is anticipated that most of the data will come from the Tillamook County Resource Inventory. Other literature, such as EIS's, local plans, economic forecasts, port studies, etc., will be reviewed where appropriate.

Dredge Material Characteristics. The physical and chemical characteristics of dredged materials must be analyzed to determine the viability of using various disposal options and post-dredge uses. Corps records of dredge samples will be reviewed to determine types of materials and consistency of the sediment deposition. Old disposal areas will also be examined, to analyze the material and weathering characteristics. If it is determined that more data is necessary on existing bay sediments, Wilsey & Ham will collect the necessary samples and have them analyzed by the Corps laboratories.

WILSEY & HAM

222 S.W. Harrison, Suite 4 / Portland, OR 97201
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Earl P. Wilsey (1892-1957)

June 11, 1979

Ms. Laurie Dull
Tillamook County Planning Dept.
Tillamook County Courthouse
Tillamook, OR 97141

Dear Laurie:

Wilsey & Ham is pleased to submit this Proposal for Professional Services to Tillamook County for the preparation of the Dredged Material Disposal Plan and Potential Mitigation/Restoration Site Identification for Tillamook Bay and Nehalem Bay. This project presents unique problems and circumstances that will require innovative (yet well founded) strategies to achieve the objectives outlined in the Request for Proposal.

We are excited about the project, and feel uniquely qualified to provide the services and products that Tillamook County has requested. Our past experience in coastal estuarine planning is extensive, and more specifically our expertise in dredged material disposal planning is unmatched in the state of Oregon. Wilsey & Ham feels confident that we can successfully serve the county ports and local interests in achieving the planning goals and implementation strategies that are required for future navigation maintenance in Tillamook Bay and Nehalem Bay. We promise to bring to the project the enthusiasm and the commitment to insure that the product fulfills the expectations of Tillamook County, and is delivered on schedule.

Enclosed is our proposal, broken into Introduction, Methodology, Project Team and Project Experience. The cost estimates are provided following the Work Program diagram in the Methodology section. We appreciate the opportunity to respond to your Request for Proposal, and look forward to an opportunity to discuss our proposal with you and your consultant selection committee.

Sincerely,

WILSEY & HAM

Daniel D. Heagerty
Project Manager

DDH:kdh
Enclosure

EXHIBIT B

CERTIFICATE OF MAILING

I hereby certify that I served the foregoing Third Party Plaintiff's Memorandum in Opposition to Wilsey & Ham's Rule 21 Motions on:

Joseph A. Yazbeck, Jr.
Allen, Kilmer, Schrader,
Yazbeck & Chenowith
735 SW First Avenue
Portland, OR 97204

William F. Cloran
Assistant Attorney General
Oregon Department of Justice
450 Justice Building
Salem, OR 97310

Richard H. Divine
Schouboe, Marvin & Furniss
204 Willamette Park Plaza
6420 SW Macadam Avenue
Portland, OR 97201

on October 17, 1985, by mailing to said attorneys a true copy thereof, certified by me as such, contained in a sealed envelope, with postage paid, addressed to said attorneys at said attorneys' last known address, deposited in the post office at Portland, Oregon, on said day.

DATED this 17th day of October, 1985.

MEYER, SEIFER & STEWART, P.C.

By _____
Daniel J. Seifer
Of Attorneys for Defendant-
Third Party Plaintiff

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TELEPHONE 221-0000
AREA CODE 503

PAUL R. MEYER
DANIEL J. SEIFER
JOHN SPENCER STEWART
ELIZABETH YEATS
DAVID R. TRACHTENBERG*
JAN D. SOKOL
MICHAEL J. CARO
SUSAN G. WHITNEY
RODNEY R. MILLS
ROGER A. LENNEBERG*

*ALSO ADMITTED IN WASHINGTON

October 17, 1995

Ms. Lynette Bettis
Trial Court Clerk
Tillamook County Circuit Court
Tillamook County Courthouse
201 Laurel Avenue
Tillamook, OR 97141

Re: Sandau v. Port of Nehalem v. State of Oregon
No. 22-736

Dear Ms. Bettis:

Enclosed for filing is the original of the Third Party Plaintiff's Memorandum in Opposition to Wilsey & Ham's Rule 21 Motions (Oral Argument Requested).

We would appreciate being advised when this matter will be set before the Court for argument.

Thank you for your cooperation and assistance.

Very truly yours,

MEYER, SEIFER & STEWART, P.C.

Daniel J. Seifer

Enclosure

cc: Mr. Joseph A. Yazbeck
Mr. William F. Cloran
Mr. Richard H. Divine

NOTE: This matter may be heard by conference call if arranged by attorneys for the time listed below. Please have the conference operator process the call on 842-7914, Circuit Court Chambers, and advise the court in advance if this option is to be used.

In the Circuit Court of the State of Oregon for the County of Tillamook

Re: Donald Sandau, dba Sandau Dredging **vs.** The Port of Nehalem vs. State of Oregon, ex rel Dept. of Transportation, et al **No.** 22-736

Rule 21 Motions of Third-Party Defendant Wilsey & Ham

Pursuant to rule of court you are hereby notified that ~~Demurrer~~ Motion in the above entitled case, unless otherwise agreed upon by counsel, shall come on for hearing before the court on Monday, October 28, 1985 at 1:40 p.m. **You are, therefore, requested to be present** (To be heard at the same time as Third-Party Defendant State of Oregon Motion to Dismiss) **at this hearing unless you serve and file with the court a written brief in support of your contention.**

Date Oct. 10.1985

LYNETTE BETTIS, Trial Court Clerk

Attorneys:
Richard Devine
Daniel J. Seifer
William F. Cloran
Jospeh H. Yazbeck, Jr.

By _____
Court Operations Specialist

October 10, 1985

Ms. Lynette Bettis
Trial Court Clerk
Tillamook County Circuit Court
Tillamook County Courthouse
201 Laurel Avenue
Tillamook, Oregon 97141

Re: Sandau v. Port of Nehalem
Tillamook County Circuit Court Case No. 22-736

Dear Ms. Bettis:

As the moving party whose motion was scheduled for Monday, October 28, 1985 at 1:40 p.m., I am writing to inform you that the State has no objection to concurrent scheduling of third-party defendant Wilsey & Ham's motion to dismiss. We plan to appear in person and believe that judicial economy would be served by allowing Mr. Divine to argue his motion at the same time.

Very truly yours,

William F. Cloran
Assistant Attorney General

WFC/jep

cc: Richard Divine
Daniel J. Seifer
Joseph A. Yazbeck, Jr.

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JAMES H. MARVIN
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AREA CODE 503
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October 7. 1985

Ms. Lynette Bettis, Trial Court Clerk
Tillamook County Circuit Court
Tillamook County Courthouse
201 Laurel Avenue
Tillamook OR 97141

Re: Sandau v. Port of Nehalem v. State of Oregon, et al, Tillamook County Case No. 22-736

Dear Ms. Bettis:

Enclosed please find Rule 21 Motions of Third-Party Defendant Wilsey & Ham Against Amended Third-Party Complaint for filing in the above referenced matter.

We have received your notification that the Rule 21 Motions of the other third-party defendant, the State of Oregon (Department of Transportation) against the same pleading, have been scheduled for Monday, October 28, 1985 at 1:40 P.M. As it would probably be more convenient for the Court and counsel for the parties, we suggest that the hearing for the enclosed motions be set for the same time or to follow immediately. If that is not possible, please advise us as to when our motions will be heard.

Thank you for your cooperation in this regard.

Very truly yours,

SCHOUBOE, MARVIN & FURNISS

Richard H. Divine

RHD/jf
Enclosure
cc: Daniel J. Seifer
William F. Cloran
Joseph A. Yazbeck, Jr.

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF THE ORIGINAL - COPY OF THE

Attorneys for Third-Party Defendant Wilsey & Ham

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiffs, vs. THE PORT OF NEHALEM, Defendant-Third Party Plaintiff, vs. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATDION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation, Third-Party Defendants.	NO. 22-736 RULE 21 MOTIONS OF THIRD-PARTY DEFENDANT WILSEY & HAM AGAINST AMENDED THIRD-PARTY COMPLAINT (ORAL ARGUMENT REQUESTED)

Time required for argument: 15 minutes.

Appearance by telecommunication: Not requested.

Parties served: Information appears upon Certificate of Service (attached).

Attorney location: More than 25 miles from the courthouse.

Court Reporter: Not requested.

Third party defendant, Wilsey & Ham, for its appearance upon the Amended Third-Party Complaint of third-party plaintiff Port of Nehalem (hereinafter "Port") moves the Court for an order as follows:

1.

Dismissing the Port's Second Claim for Relief for failure to state a claim.

POINTS & AUTHORITIES

ORCP 21A.(8).

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The Port's original Third-Party Complaint attempted to state a claim for relief in common law indemnity, and the Court dismissed it for failure to state a claim. That claim has again re-surfaced as the Port's Second Claim for Relief in its amended pleading. Although the claim has been alleged in more detail, it suffers from the same fatal flaws as its predessor.

(a) No Contractual Duty Owed to Sandau.

First of all, the Port's new pleading fails to state a claim because the Port and Wilsey and Ham do not owe any mutual contractual duty to plaintiff Sandau. To understand the basis of this subparagraph of this motion, one must look at Sandau's Complaint against the Port (only the First Claim). The issue raised then is: Can the Port now seek indemnity from Wilsey & Ham for the Port's liability to Sandau for breach of contract?

Sandau's Complaint against the Port sets out a claim for breach of the Port/Sandau contract. The Port has not, and cannot, allege that Wilsey & Ham was a party to or breached that agreement. If Wilsey & Ham was not associated with the agreement, it cannot be liable through indemnity for breach of the agreement by the Port.

Section 886B of the Restatement of Torts 2d indicates that an action for indemnity will arise only from tort liability, not contract:

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> "If two persons are liable in tort to a third person for the same harm and one of them discharges the liability of both, he is entitled to indemnity from the other ..." Id.

There is no Oregon case law which supports indemnity liability of Wilsey & Ham for the Port's breach of its contract with Sandau. On the contrary, available authority indicates that indemnity is available only between joint tort feasors. Fulton Ins. Co. v. White Motor Corp., 261 Or 206, 210-11, 493 P2d 138 (1972).

(b) No Common Duty Owed to Sandau.

As set forth in subparagraph (a) of this motion, Sandau's action against the Port is for breach of contract. The Port's new pleading alleges a claim against Wilsey & Ham sounding in negligence. Thus, it is clear that the allegations against the Port are entirely separate, distinct, and arise from different sources than those asserted against Wilsey & Ham.

It is well established in Oregon that for indemnity to lie, a common duty must be mutually owed to a third party. Flying Scotsman, Inc. v. Leach, 53 OrApp 14, 16, 630 P2d 900 (1981); Citizens Ins. Co. v. Signal Ins. Co., 261 Or 294, 298, 493 P2d 46 (1972); Restatement of Restitution §76, comment b.

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(c) No Liability to Third Person Not in Privity

Once again, the Port fails to allege ultimate facts sufficient to establish any duty, and hence liability, owed by Wilsey & Ham to Sandau. Such allegations are necessary to sustain an action for common law indemnity. Fulton Ins. Co. v. White Motor Corp., supra 261 Or at 210-11.

It is important to realize that Wilsey & Ham's contract for its services was with a stranger to this litigation, Tillamook County (as alleged by the Port in paragraph VII of the Amended Third-Party Complaint), was made and completed many years previous to the Port/Sandau contract (Am. Third-Party Compl., para. VII), and was for a purpose totally unrelated to the Port/Sandau project.

What the Port seeks to do by its new pleading is to fabricate a duty owed by Wilsey & Ham to someone not in privity with Wilsey & Ham, and indeed totally unknown to Wilsey & Ham prior to this litigation. In the past, some jurisdictions have held professionals liable in tort to third persons not in privity for negligent performance of contractual duties (see e.g. Biakanja v. Irving, 49 Cal 2d 647, 320 P2d 16, 19 (1958)), but courts are divided on the issue (see e.g. Texas Tunneling Co. v. Chattanooga, 329 F2d 402, 405-07 (6th Cir. 1964)).

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In such cases, the holding depends upon a case-by-case determination of whether liability can be supported in the absence of privity. Westerhold v. Carroll, 419 SW2d 73, 77 and 79 (Mo. 1967); Biakanja, supra, 322 P2d at 19. Liability can be found only if the following circumstances apply:

> 1. The service is rendered primarily for the benefit of the third person whose connection is so close to the contractual transaction so as to be as one with privity and the service is only incidentally for the benefit of the formal promisee;
>
> 2. The liability of the promissor was limited and either known or foreseeable to him; and
>
> 3. Liability could not extend to an indeterminate number or class of potential claimants.

Westerhold, supra, 419 SW 2d at 78-79, citing Judge Cardozo in Ultramares Corp. v. Touche, 255 NY 170, 174 NE 441 (1931).

Here, as in Ultramares, Wilsey & Ham's services in evaluating dredge material disposal sites for a land use planning study were to primarily benefit its client, the planning department of Tillamook County. Neither Sandau nor the Port was a party to that agreement, nor were they contemplated as beneficiaries of it. Sandau was not in any way associated with the contract, nor was he even known by anyone involved with it.

In addition, if Wilsey & Ham were liable to anyone but its client for the contents of its planning study, the

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range of its potential liability and potential claimants would be virtually unlimited. As a planning consultant to the County, Wilsey & Ham would be exposed to "liability in an indeterminate amount for an indeterminate time to an indeterminate class" to anyone who happened to pick up and use any portion of the study for any purpose. Westerhold, supra.

Under such conditions, liability without privity should not be extended.

IN THE ALTERNATIVE, if any portion of paragraph 1 of these motions is not allowed, Wilsey & Ham moves the Court for an Order as follows:

2.

Making more definite and certain the phrase "Prior to 1981," appearing in paragraph VII (p.3, line 2), in order that Wilsey & Ham can prepare a response thereto.

POINTS & AUTHORITIES

ORCP 21D.

Wilsey & Ham is entitled to have greater specificity with respect to the Port's charge regarding Wilsey & Ham's engagement for services. Such specificity may be relevant to a defense based upon the statues of limitation.

3.

Striking, or alternatively making more definite and certain, the second sentence of paragraph VII (p.3, lines 5-8) because its allegation is sham or frivolous, or it must be clarified in order that it can be responded to.

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POINTS & AUTHORITIES

ORCP 21E; ORCP 21D.

The second sentence alleges that Wilsey & Ham was specifically engaged, as a part of its engagement by the County, to test and report on river bed materials at a specific point near the Port's project. A copy of Wilsey & Ham's engagement by Tillamook County, as alleged in paragraph VII, is attached marked as Exhibit A, and is incorporated herein by reference. A review of the agreement discloses no such specific engagement as the Port alleges in the second sentence. That allegation should therefore be stricken.

If the Court does not strike the allegation, it should require the Port to make it more definite and certain. The Port should identify the source of the specific engagement (since it appears very clearly that it is not contained in the County/Wilsey & Ham agreement), the date of any such specific engagement (since the Port's project was several years after the study), whether the engagement was in writing or oral (and attach a copy if written or clearly allege the substance if oral), and the names of the persons or parties agreeing to the specific engagement (since both Tillamook County and Wilsey & Ham have many personnel). Without this information, Wilsey & Ham is not properly and fully informed as to the nature of the charges against it.

4.

Making more definite and certain the third sentence of paragraph VII (p.3, lines 8-13) so that it can be responded to.

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POINTS & AUTHORITIES

ORCP 21D.

In order to investigate this charge of knowledge, and truthfully respond to it, Wilsey & Ham is entitled to a more specific pleading setting forth how it knew of the purposes of the specific engagement. The source of the knowledge and who at Wilsey & Ham had it are essential if Wilsey & Ham is to properly respond.

5.

Striking paragraph VIII in its entirety for the reason that the allegations therein are sham.

POINTS & AUTHORITIES

ORCP 21E.

Paragraph VIII is premised upon the Port's allegation that plaintiff Sandau has alleged that a Wilsey & Ham report misrepresented the river bid materials (Am. Third-Party Compl., p.3, lines 15-20). In fact, plaintiff Sandau makes no such allegation. Sandau's complaint alleges only that the Port supplied him with a "Grain-size Distribution" chart[1] (Compl., p.1, lines 20-22), not any Wilsey & Ham report. The allegation is therefore false and should be stricken.

6.

Striking paragraph XIX for the reason that the Port is not entitled to attorneys' fees as pled.

POINTS & AUTHORITIES

ORCP 21E.

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[1]Nowhere does the Port allege that Sandau's "Grain-size Distribution" chart is the same as any work product of Wilsey & Ham.

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The Port has pled a blanket entitlement to its attorneys' fees, and its allegations place no limit on that entitlement.

First of all, assuming only for the purposes of this motion that the Port is entitled to common law indemnity, the Court should limit the Port's claim for attorneys' fees to only the reasonable attorneys' fees incurred after a tender and denial of defense or the filing of the third-party action, whichever is earlier.

Secondly, making the same assumption as in the above paragraph, the Court should clearly limit the Port's attorneys' fees to only that portion of attorneys' fees which are attributable to defense of Sandau's claims against the Port, and not for the Port's pursuit of its claim Wilsey & Ham. Oregon law, as well as the law of most other jurisdictions, holds that in a case of common law indemnity, the putative indemnitee is entitled only to the attorneys' fees which it incurs in defending the plaintiff's case against it, and not to attorneys' fees which it incurs in pursuing its claim for indemnity. Hartford A & I Co. v. Maus Pyle, 266 Or 502, 503, 514 P2d 61 (1963); General Electric Co. v. Mason & Dixon Lines, Inc., 186 F Supp 761, 766 (W.D.Va 1960).

The general rule is stated as follows:

> "The general, and virtually unanimous rule appears to limit the allowance of such fees to the defense of the claim indemnified against and not to extend such allowance for services rendered in establishing the right to indemnification. [Citations omitted] We hold therefore, that, in the absence of express contractual terms to the contrary, an indemnitee may not recover legal fees incurred in establishing his right to indemnification." Jones v. Strom Construction Co., Inc., 84 Wash 2d 518, 527 P2d 1115, 1119 (1974).

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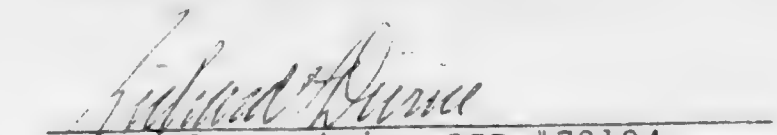
If the Court finds that the Port is entitled to indemnification upon its Second Claim for Relief, the Court should limit any entitlement to attorneys' fees as specified above.

Respectfully submitted,

SCHOUBOE, MARVIN & FURNISS



Richard H. Divine OSB #78184
Of Attoraneys for Third-Party
Defendant Wilsey & Ham

Trial Attorney:
James H. Marvin OSB #72164

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RECEIVED
JUL 2 1979

WILSEY & HAM, INC.

CONSULTANT AGREEMENT

THIS AGREEMENT, made and entered into on this 6th day of July, by and between the COUNTY of Tillamook, Oregon, hereinafter called "COUNTY", and the consulting firm of WILSEY & HAM, whose address is 222 S.W. Harrison Street, Portland, Oregon 97201, the location in the State of Oregon at which work will be available for inspection, hereinafter called "CONSULTANT".

W I T N E S S E T H

RECITALS

1. The COUNTY is in the process of completing their comprehensive plan program to achieve compliance with adopted Coastal Goals of the state Land Conservation and Development Commission (Goals 16 through 19 of Statewide Goals and Guidelines).

2. A portion of the COUNTY'S program involves a comprehensive study of the Tillamook and Nehalem Estuaries and the development of a Dredged Materials Disposal Plan to apply to these estuaries.

3. COUNTY does not have sufficient qualified personnel to perform the required work within a reasonable time and deems it advisable and desirable to engage the professional services and assistance of a qualified consulting firm to perform the necessary studies,

4. CONSULTANT has represented, and by entering into this agreement now represents, that he is in full compliance with the statutes of the State of Oregon for registration of professional engineers and that all personnel assigned to the work required under this agreement are fully qualified to perform the work to which they will be assigned in a competent and professional manner.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein below, the parties hereto agree as follows:

This agreement is subject to LCDC project funding through the full grant allocation and shall be retroactive to July 1, 1979, if funded.

EXHIBIT A

I. OBJECTIVES AND SCOPE OF WORK

Tillamook County is in the process of a comprehensive plan program to achieve compliance with the adopted Coastal Goals of the State Land Conservation and Development Commission (Goals 16 through 19 of Statewide Goals and Guidelines.) The objective of this scope of work is to undertake a comprehensive study of the Tillamook and Nehalem Estuaries which will result in a Dredged Material Disposal Plan for the estuaries. The plan will establish an information base, needs for disposal sites, identification of appropriate sites, selection of mitigation/restoration sites where needed, and proposals for mitigation or restoration.

The specific scope of work shall include all services and materials necessary to accomplish the work described in Exhibit A. The Dredged Material Disposal Plan must be acceptable to Tillamook County and the State Land Conservation and Development Commission, as well as to the Ports of Tillamook Bay, Bay City, and Nehalem Bay, and the Cities of Garibaldi, Tillamook, Bay City, Wheeler and Nehalem, who are jointly managing it with Tillamook County.

III. FINAL PRODUCT

The final product will be the Dredged Material Disposal Site Selection and Mitigation/Restoration Plan for the Tillamook and Nehalem Estuaries (Herein called Dredge Disposal Plan). The primary focus of the Dredged Disposal Plan will be on the waters and shorelands of the Tillamook Estuary and the Nehalem Estuary, upstream to the extent of tidal influence as defined by LCDC. The Dredged Disposal Plan will outline specific disposal needs and available options, identifying disposal sites which are acceptable to the applicable state and federal agencies.

III. ITEMS TO BE FURNISHED TO CONSULTANT BY COUNTY

1. Appropriate base maps and available aerial photographs of the Tillamook Estuary and the Nehalem Estuary..
2. Existing resource data on file at Tillamook County.
3. Existing planning documents covering the Tillamook Estuary and the Nehalem Estuary.
4. Committee for Citizen Involvement and Estuary Council materials relative to the Tillamook and Nehalem Estuaries.
5. Existing resource data and information relative to dredging and dredge material disposal on file at the Cities of Tillamook, Garibaldi, Bay City, Nehalem and Wheeler, and at the Ports of Tillamook Bay, Bay City, and Nehalem Bay.
6. Consultant shall give written notice within 60 days of any default in this paragraph.

IV. MEETING ATTENDANCE

CONSULTANT will participate in the following meetings during the completion of this contract:

1. CONSULTANT will organize with the County, and participate in three citizen involvement meetings/workshops to be held in the Tillamook County Coastal Zone.

2. CONSULTANT will participate in two public hearings reviewing the Final Dredged Material Disposal Plan. COUNTY will be responsible for scheduling and conducting these public hearings.

3. CONSULTANT will attend meetings of the Project Steering Committee every four to six weeks to discuss work completed and the progress of work yet to be done.

4. CONSULTANT will attend a review meeting with COUNTY and the Project Steering Committee to finalize the proposed study strategies and citizens involvement program.

5. CONSULTANT will attend a review meeting with COUNTY and the Project Steering Committee to review comments on the Preliminary Dredged Material Disposal Plan.

6. CONSULTANT will attend a meeting with COUNTY and the Project Steering Committee to present the recommendations for the Final Dredged Material Disposal Plan.

7. CONSULTANT will conduct at least three (3) Agency Task Force meetings to receive federal and state agency input and review of the plan.

V. DOCUMENTS TO BE FURNISHED BY CONSULTANT

1. Two (2) copies of monthly progress reports to be submitted with the billing invoices to Tillamook County.

2. Fifteen (15) copies of the draft scenarios for the future potential dredging needs for Tillamook Estuary and Nehalem Estuary, as developed by the consultant and the Project Steering Committee, submitted to the Project Steering Committee and the County.

3. Fifteen (15) copies of a draft working paper discussing the projected disposal needs estimates of the Tillamook Estuary and the Nehalem Estuary, submitted to the Project Steering Committee and the County.

4. One (1) copy of the preliminary disposal site elimination process, listing brief descriptions of those sites eliminated including descriptions of locations and reasons for elimination, submitted to the County.

5. Five (5) copies of the preliminary disposal site selection lists, including draft maps and field books to be used during the site field review with the Agency Task Force, submitted to the Project Steering Committee.

6. Fifteen (15) copies of the draft working paper discussing implementation strategies, including a discussion of contacting property owners, to be submitted to the Project Steering Committee and the County.

7. Twenty five (25) copies of the preliminary draft disposal plan to be submitted to the County, the Project Steering Committee, and the Agency Task Force.

8. Seventy five (75) copies of the draft disposal plan to be submitted to the County, the Project Steering Committee, and the Agency Task Force.

9. One hundred and fifty (150) copies of the Final Dredged Material Disposal Plan and Mitigation/Restoration Site Identification for Tillamook Bay and Nehalem Bay, submitted to the County, the Project Steering Committee, and the Agency Task Force.

VI. TIME OF BEGINNING AND COMPLETION

CONSULTANT shall not begin work under the terms of this agreement until authorized in writing by COUNTY. The time required, in calendar days, for completion of all work under this agreement shall be 270 days following written authorization to proceed. The Draft Dredged Material Disposal Plan shall be submitted within 225 days following written authorization to proceed, with 45 days scheduled for formal reviews and project finalization. Public hearings may begin within this time frame.

Established completion time shall not be extended because of any unwarranted delays contributable to CONSULTANT, but may be extended by COUNTY in the event of a delay attributable to COUNTY or because of unavoidable delays caused by an act of God, governmental actions or conditions beyond the control of CONSULTANT.

Delays attributable to or caused by one of the parties hereto amounting to 60 days or more affecting the completion of the work may be considered a cause of renegotiation or termination of this agreement by either party.

VII. PAYMENT

CONSULTANT shall be paid by COUNTY for completed work and services rendered under this agreement as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work.

A. Payment for work accomplished under the terms of this agreement shall be a lump sum in the total amount of Forty Five Thousand Dollars ($45,000).

B. CONSULTANT shall present bills directly to COUNTY for the cost of work performed under the terms of this agreement. Billing amounts shall be based on nine equal payments of Four Thousand Five Hundred Dollars ($4,500) and a final payment equivalent to ten percent (10%) of the total contract amount or Four Thousand Five Hundred Dollars ($4,500).

C. Final payment as specified in paragraph B above will be made promptly upon its ascertainment and verification by COUNTY after the completion of the work under this agreement and its acceptance by COUNTY and the receipt of the plans, maps, notes, reports and other related documents which are required to be furnished under this agreement.

D. Payment for extra work performed under this agreement shall be paid as agreed to by the parties hereto in writing at the time extra work is authorized.

E. A short narrative progress report shall accompany each voucher for progress payment. The report shall include discussion of any problems and potential causes for delay.

VIII. EMPLOYMENT

CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, COUNTY shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of CONSULTANT, while engaged in the performance of any work or services required by CONSULTANT, under this agreement, shall be considered employees of CONSULTANT only and not of the COUNTY and any and all claims that may arise under the Workmen's Compensation Act on behalf of said employees, while so engaged and any and all claims made by a third party as a consequence of any negligent act or omission on the part of CONSULTANT'S employees, while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsiblity of CONSULTANT.

CONSULTANT shall not engage, on a full or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been at any time during the period of this contract, in the employ of COUNTY, except regularly retired employees, without written consent of the public employer of such person.

If during the time period of this agreement, CONSULTANT finds it necessary to increase his professional, technical or clerical staff as a result of this work, he will actively solicit minorities through his advertisement and interview process.

During the performance of this agreement, CONSULTANT, for itself, its assignees and successors in interest, hereinafter referred to as "CONSULTANT", agrees as follows:

A. Nondiscrimination. CONSULTANT, with regard to the work performed after award and prior to completion of the agreement work, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. CONSULTANT assures that the program will be conducted in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 20000-4) and the requirements imposed by the Regulations of the Department of Commerce (30 Fed. Reg. 305; 15 CFR Part 8) issued pursuant to that Title, applicable and appropriate to this agreement. These assurances are consistent with the executed "Assurances" of the grant application.

B. Officials Not to Benefit. No member of or delegate to Congress or resident Commissioner, shall be admitted to any share or part of this grant or to any benefit that may arise therefrom.

C. Access to Records and Right to Audit. CONSULTANT agrees that COUNTY or any of his/her duly authorized representatives shall, until the expiration of three (3) years after the completion of this agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions related to this agreement. CONSULTANT agrees to include the substance of this paragraph in all subcontracts.

X. TERMINATION OF AGREEMENT

A. The right is reserved by COUNTY to terminate this agreement at any time upon not less than ten (10) days written notice to CONSULTANT.

B. In the event of the death of a member, partner or officer of CONSULTANT, or any of its supervisory personnel assigned to the project, the surviving members of CONSULTANT hereby agree to complete the work under the terms of this agreement, if requested to so do by COUNTY. This section shall not be a bar to renegotiations of this agreement between surviving members of CONSULTANT and COUNTY, if COUNTY so chooses.

C. In the event this agreement is terminated under any of its terms prior to completion of the work, a final payment shall be made to CONSULTANT which, when added to any payments previously made, shall total the same percentage of the amount which would have been due if the work had been fully completed as the work completed at the time of termination bears to the total work required under this agreement.

D. In the event this agreement is terminated prior to completion of the work, the original copies of all plans, prints, drawings, and field notes prepared by CONSULTANT prior to termination shall become the property of COUNTY.

XI. DISPUTES

Any dispute concerning a question of fact in relation to the work not disposed of by agreement between CONSULTANT and COUNTY shall be referred for determination to the Department of Land Conservation and Development, whose decision in the matter shall be final and conclusive on the parties to this agreement.

XII. INDEMNITY

CONSULTANT shall comply with all Federal and local laws and ordinances applicable to the work to be done under this agreement.

CONSULTANT hereby agrees to hold COUNTY harmless from, and shall process and defend at its own expense, all claims, demands or suits at law or equity, of whatever nature brought against those parties arising from CONSULTANT'S performance of the provisions of this agreement. This indemnity provision shall not require the CONSULTANT to defend or indemnify COUNTY against any action based solely on the alleged negligence of COUNTY.

Any and all liability, claim for damages, cost of defense, or expenses to be levied against CONSULTANT will be limited to a sum not to exceed Fifty Thousand Dollars ($50,000) or the amount of its fee, whichever is greater, on account of any injury or damage to persons or property or arising out of any design defect, error, omission, or professional negligence. Further, the COUNTY agrees to notify any contractor or subcontractor who may perform work in connection with or making use of any design, report, or study prepared by CONSULTANT of such limitation of liability and require as a condition precedent to its performing the work a like limitation of liability on their part as against CONSULTANT. In the event a client fails to obtain a like limitation of liability provision as to injury or damage to persons or property, design defects, errors, omissions, or professional negligence, any liability of CONSULTANT and/or COUNTY to such contractor or subcontractor arising out of alleged injury or damage to persons or property, design defects, errors, omissions, or professional negligence shall be allocated between the COUNTY and CONSULTANT in such a manner that the aggregate liability of CONSULTANT shall not exceed Fifty Thousand Dollars ($50,000) or the amount of its fee, whichever is greater.

CONSULTANT shall secure regular Public Liability and Property Damage Insurance Coverage in the amount of $100,000 for death or injury to any one person and $300,000 for death or injury to two or more persons in any one occurrence and $50,000 for property damage in any one occurrence with any aggregate property damage coverage of $100,000 for two or more occurrences from an insurance company authorized to do business in the State of Oregon.

XIII. CERTIFICATION

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written. COUNTY officials have acted in matter pursuant to Ordinance or Resolution No. 10 adopted by its governing body on the 16th day of August, 1978.

CONSULTANT, by and through its Company Officers

Firm Wilsey & Ham

By _____

Date July 9, 1979

COUNTY, by and through its Board of Commissioners

By _____
Commissioner

By _____
Commissioner

By _____
Commissioner

OR

By _____
Authorized by Delegation

COUNTY

Date _____

Reviewed by the LAND CONSERVATION & DEVELOPMENT COMMISSION:

By _____
W. J. Kvarsten, Director

Date July 18, 1979

Services provided by CONSULTANT TO COUNTY under this agreement shall be only for the work commencing after July 1, 1979 and which is shown on County's Compliance Schedule and grant work program approved by L.C.D.C.

EXHIBIT A - SCOPE OF WORK

DREDGED MATERIAL DISPOSAL PLAN AND POTENTIAL
MITIGATION/RESTORATION SITE IDENTIFICATION FOR
TILLAMOOK BAY AND NEHALEM BAY

1. DATA COLLECTION AND ANALYSIS

Resource Inventory Review - The Consultant shall review resource inventory materials available through Tillamook County, local jurisdictions, and state and federal agencies to establish a working knowledge of the estuarine dynamics and historical uses. These data will be compiled and used primarily by the consultant during disposal site selection and later site descriptions.

Dredge Material Characteristics - The Consultant will analyze the physical and chemical characteristics of dredged materials to determine the viability of various disposal options and post-disposal site uses. Disposal options to be explored include ocean disposal, in-water disposal, beach nourishment, upland and inter-tidal disposal. The future use considerations include channel flushing, habitat development, land development, agricultural uses, and stockpiling.

Dredging Methods - The Consultant will research the feasibility of a variety of dredging methods applicable to different segments of the Tillamook and Nehalem Estuaries. This will include estimates of technological improvements that may occur within the twenty year plan time frame, and how such improvements could be utilized in disposal planning.

Dredging Needs - The Consultant will develop definitive figures, to the best possible level of accuracy, for present and future dredging needs (in quantities) required for the Tillamook and Nehalem Estuaries. These "needs projections" will be developed for present and future federal projects, as well as for all public and private moorages, basins, docks, or other water-dependent/water-related uses. All private operators of such facilities will be contacted to help determine dredge material disposal needs for the twenty year period.

Scenarios - The Consultant, with the Project Steering Committee, will develop scenarios that will assist in the estimating of future uses, and consequent potential dredge disposal needs, of the two estuaries. This effort is not intended to resolve potential conflicts in future uses of the estuaries, but is to be used to reach a consensus on what the potential uses may be, and therefore how much dredging and disposal could be anticipated.

2. DISPOSAL SITE CRITERIA

Criteria Development - Through workshops and agency coordination, the Consultant will attempt to develop with the Agency Task Force appropriate criteria for disposal site use and mitigation/restoration identification. The criteria will be drafted by the Consultant for review and approval by the Agency Task Force members. The criteria will then be utilized through the disposal site evaluation and mitigation/restoration proposal processes.

3. SITE SELECTION & EVALUATION

Site Identification - The Consultant will undertake an in-field investigation of both estuaries to identify all areas of potential dredge material disposal. General physical features, characteristics, location, and size estimates will be noted for each potential disposal site.

Preliminary Screening - The Consultant will provide a team of technicians to review all potential disposal sites, and to identify all sites that do in fact appear to be eligible for future disposal use. Sites that are determined to be unacceptable for disposal uses will be eliminated from further consideration, and reasons for elimination will be documented. That documentation will then be submitted to the County. Acceptable sites will be further described and evaluated, and prepared for submittal to the Agency Task Force. These sites will include both "permitable" sites and those sites which may meet the criteria for mitigation/restoration considerations.

Site Evaluations - The Consultant will take the members of the Agency Task Force, and selected representatives of the Project Steering Committee, to the field for a site-by-site review of all potential disposal locations. Each field review participant will be provided a field notebook and maps which will describe the conditions of each site.

Site Determinations - At the conclusion of the field review of all potential disposal sites, the Consultant will conduct a workshop to formally review all proposed sites. Discussions and comments received during this workshop will be transcribed for each site. The product of this meeting will be a list of sites divided into four categories: a) sites which appear to be acceptable to the Agency Task Force, b) sites which are tentatively acceptable based on special design considerations, c) those sites most suitable for mitigation/restoration action, and d) sites which are found to be unacceptable. Those sites which are to be eliminated from further consideration (unacceptable), will be documented for reasons of elimination.

5. SITE ENGINEERING

Site Designs - The Consultant will perform preliminary designs for those sites that will be further considered for future disposal, including potential mitigation/restoration sites. Dredge-plant requirements and/or limitations will be outlined, including pipeline size limitations, transport problems, seasonal restrictions, turbidity considerations, etc. Site preparation requirements will also be identified, including equipment needs, labor and material estimates, containment requirements, utility considerations, and phasing. The site re-use considerations will discuss structural limitations, agricultural uses, septic feasibility, revegetation and habitat potentials, and other concerns.

Cost Estimates - The Consultant will develop cost estimates according to equipment limitations (as when imposed by control conditions), plant transport costs, booster and other special requirements dictated by the site involved. Disposal costs are derived from site preparation estimates, labor and material costs, land costs (assumed), re-use potentials, and other considerations. The combined estimates will show the cost per cubic yard to use each site.

Site Prioritization - The Consultant will prioritize each disposal site, according to its relative value in the overall dredge plan. Certain sites will be explicitly identified as being essential to future dredging projects.

6. DEVELOPMENT OF PLAN IMPLEMENTATION STRATEGIES

General Planning and Zoning Considerations - The Consultant will develop provisions for preservation and use of specific dredged material disposal sites and the coordination with the county and city comprehensive planning and zoning processes. The coordination effort will be consistent with the management objectives within the two estuaries.

Specific Site Acquisition and Use Measures - With the local Port authorities, the Consultant will identify a variety of measures available for the use and/or acquisition of selected disposal sites. Property acquisition, easements, transfer of development rights, tax deferrals and other alternatives will be explored. If property owner contacts have not already been initiated, the Consultant will develop with the Ports a program for identifying and contacting the individual property owners. The Consultant will play a support role to the Ports and/or County in the contacting of property owners, to initiate the discussions necessary for potential use of selected sites for disposal purposes.

Mitigation/Restoration Strategies - If potential disposal needs are determined to require mitigation/restoration options that could not be specifically identified and resolved, the Consultant will develop procedural outlines and implementation strategies that may be used for a future mitigation/restoration proposal. The outlines and strategies will be reviewed by the Agencies, and included in the plan documentation.

7. DOCUMENTATION

Preliminary Draft - The Consultant will produce twenty-five (25) copies of the preliminary draft document, including site-by-site discussions and maps for distribution to the Agency Task Force and members of the Project Steering Committee. The Consultant will review the preliminary draft with the County, the Steering Committee, and the Agency Task Force to receive comments and in-put to insure data accuracy and plan concurrence.

Draft - Seventy-five (75) copies of the Draft Dredged Material Disposal Plan including maps and full discussions of all disposal sites will be provided by the Consultant to the Project Steering Committee, the Agency Task Force and the County for public distribution. Public review will include a public meeting to discuss the draft document and receive comments. The Consultant will ask the Agency Task Force members for their letters of acknowledgement, and will review all comments with the Project Steering Committee.

Final Document - The Consultant will prepare one hundred and fifty (150) copies of the proposed Final Dredged Material Disposal Plan, including an implementation program, to the County for it's use and distribution. The document will also include any revisions deemed necessary after public, Steering Committee, and Task Force review, and will include agency letters of acknowledgement.

Public Hearings and Adoption Process - The Consultant will participate in two public hearings held by the County to discuss the plan with the public and the respective decision-making bodies. Publication errors or minor revisions as directed by the County will be prepared and presented in the form of errata sheets or addenda to the document. If substantial revisions are made to the final plan during the adoptions process, republication of the revised final plan following adoption is not considered a part of this scope of work and, if desired by the County, will be the subject of a separate agreement.

Certified a true and correct copy of the original.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiffs, v. THE PORT OF NEHALEM, Defendant-Third Party Plaintiff, v. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation, Third Party Defendants.	No. 22-736 AMENDED THIRD PARTY COMPLAINT (Breach of Contract; Negligence)

Defendant-Third Party Plaintiff The Port of Nehalem (hereinafter "Port") alleges:

FIRST CLAIM FOR RELIEF

I

At all times material herein, Port was a port organized under the provisions of ORS 777.101, et seq.

II

At all times material herein, Third Party Defendant State of Oregon, acting by and through its Department of Transportation, Highway Division (hereinafter "State"), was a public body subject to suit under the provisions of ORS 30.310, et seq.

III

On about December 4, 1981, Port and State entered into a cooperative agreement under the terms of which the Port

MEYER, SEIFER & STEWART
ATTORNEYS AT LAW
PORTLAND, OREGON 97204

agreed to undertake a project involving certain dredging and the construction of embankment for a roadway bridge across the Nehalem River pursuant to plans and specifications, and the State agreed to make certain payments to Port in reimbursement of Port's expenses.

IV

Pursuant to the cooperative agreement above alleged, the Port entered into a construction contract with Plaintiff. Port has incurred certain expenses and State has made certain reimbursements, but there remains due and owing from State to Port reimbursement for other and additional expenses. In the event that Port is determined to have any liability to Plaintiff on Plaintiff's claims, the cooperative agreement above alleged provides that State will make further reimbursements or partial reimbursement thereof to Port.

V

Port has performed all the allegations on its part to be performed pursuant to the cooperative agreement above alleged.

SECOND CLAIM FOR RELIEF

VI

At all times material herein, Third Party Defendant Wilsey & Ham, Inc. was a California corporation transacting engineering business in the state of Oregon.

/////

VII

Prior to 1981, Wilsey & Ham, Inc. was engaged by Tillamook County to study, evaluate and report upon certain engineering matters involving the dredging of waterways and the disposal of dredge materials. As a part of said engagement, Wilsey & Ham, Inc. specifically was engaged to test and report upon the nature of riverbed materials in the Nehalem River in the vicinity of a state highway bridge. At the time that it was so engaged and thereafter, Wilsey & Ham, Inc. knew that the purposes of such testing and reporting included a contemplated construction contract involving the dredging and embankment construction giving rise to Plaintiff's alleged claims herein.

VIII

Plaintiff in his Complaint herein has alleged that the report prepared by Wilsey & Ham, Inc. of its testing of the materials above described misrepresented the riverbed materials at the point in question, and that the materials actually encountered were different than represented in the report of Wilsey & Ham, Inc. In the event that it is determined that the report prepared by Wilsey & Ham, Inc. misrepresented the riverbed materials in the area as above alleged, then Wilsey & Ham, Inc. was negligent in one or more of the following particulars:

A. In failing properly to sample and test riverbed materials in the area of the intended project; and

MEYER SEIFER & STEWART

B. in failing accurately to report the nature of riverbed materials in the area of the contemplated project.

IX

In the event that Plaintiff is determined to be entitled to a recovery on its first claim herein, then Port will have been damaged by the negligence of Wilsey & Ham, Inc., as above alleged, in the amount of any such recovery, together with Port's attorneys' fees, costs and expenses herein.

WHEREFORE, Defendant-Third Party Plaintiff The Port of Nehalem demands judgment against Third Party Defendants, and each of them, in the amount of any judgment to which Plaintiff may be determined to be entitled, together with its costs and disbursements incurred herein.

MEYER, SEIFER & STEWART, P.C.

By _____
Daniel J. Seifer, OSB #69156
Of Attorneys for Defendant-
Third Party Plaintiff

MEYER, SEIFER & STEWART
ATTORNEYS AT LAW
PORTLAND, OREGON

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing Rule 21 Motions of Third-Party Defendant Wilsey & Ham Against Amended Third-Party Complaint on:

Daniel J. Seifer
Meyer, Seifer & Stewart
1000 Willamette Center
121 S. W. Salmon St
Portland, OR 97204-2986 (503) 221-0000

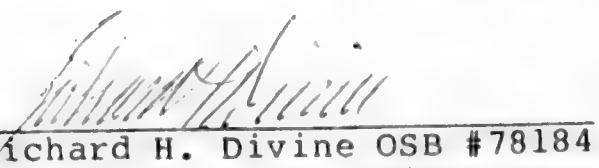
Joseph A. Yazbeck, Jr.
Allen, Kilmer, Schrader,
Yazbeck & Chenoweth
735 S. W. First Ave.
Portland, OR 97204 (503) 224-2147

William F. Cloran
Assistant Attorney General
Oregon Department of Justice
450 Justice Building
Salem, OR 97310 (503) 378-6313

on October 7, 1985 by mailing to said attorneys a true copy thereof, certified by me as such, contained in a sealed envelope, with postage paid, addressed to said attorneys at said attorneys' last known address, deposited in the post office at Portland, Oregon, on said day.

DATED this 7th day of October, 1985.

SCHOUBOE, MARVIN & FURNISS



Richard H. Divine OSB #78184
Of Attorneys for Third-Party
Defendant Wilsey & Ham

SCHOUBOE, MARVIN & FURNISS
Attorneys at Law
6420 S. W. Macadam Avenue, Suite 204
Portland, Oregon 97201
Telephone (503) 246-7965

7167
SP

MEYER, SEIFER & STEWART, P.C.
ATTORNEYS AT LAW
1000 WILLAMETTE CENTER
121 S. W. SALMON STREET
PORTLAND, OREGON 97204-2986

TELEPHONE 221-0000
AREA CODE 503

PAUL R. MEYER
DANIEL J. SEIFER
JOHN SPENCER STEWART
ELIZABETH YEATS
DAVID R. TRACHTENBERG*
JAN D. SOKOL
MICHAEL J. CARO
SUSAN G. WHITNEY
RODNEY R. MILLS
ROGER A. LENNEBERG*

*ALSO ADMITTED IN WASHINGTON

September 25, 1985

Clerk of the Circuit Court
Tillamook County Courthouse
201 Laurel Avenue
Tillamook, OR 97141

Re: Sandau v. Port of Nehalem v. State of Oregon
No. 22-736

Dear Clerk:

Enclosed for filing is the original of the Port of Nehalem's Memorandum in Opposition to Third-Party Defendant (State of Oregon's) Motions to Dismiss, to Strike and to Render More Definite and Certain.

We would appreciate being advised when this matter will be set before the Court for argument.

Thank you for your cooperation and assistance.

Very truly yours,

MEYER, SEIFER & STEWART, P.C.

Daniel J. Seifer

Enclosure

cc Joseph A. Yazbeck
William F. Cloran
Richard H. Divine

In the Circuit Court of the State of Oregon
for the County of Tillamook

Re: Donald Sandau, dba Sandau Dredging **vs.** Port of Nehalem **No.** 22-736

vs. State of Oregon, ex rel Dept. of Transportation, et al

Pursuant to rule of court you are hereby notified that Demurrer Motion in the above entitled case, unless otherwise agreed upon by counsel, shall come on for hearing before the court on Monday, October 28, 1985 at 1:40 p.m. **You are, therefore, requested to be present at this hearing unless you serve and file with the court a written brief in support of your contention.**

Date Sept. 24, 1985

LYNETTE BETTIS, Trial Court Clerk

Attorneys:

Richard Devine
Daniel J. Seifer
William F. Cloran
Joseph H. Yazbeck, Jr.

By Michi Steele
Court Operations Specialist

1467

MEYER, SEIFER & STEWART, P.C.
ATTORNEYS AT LAW
1000 WILLAMETTE CENTER
121 S. W. SALMON STREET
PORTLAND, OREGON 97204-2986

TELEPHONE 221-0000
AREA CODE 503

PAUL R. MEYER
DANIEL J. SEIFER
JOHN SPENCER STEWART
ELIZABETH YEATS
DAVID R. TRACHTENBERG*
JAN D. SOKOL
MICHAEL J. CARO
SUSAN G. WHITNEY
RODNEY R. MILLS
ROGER A. LENNEBERG*

*ALSO ADMITTED IN WASHINGTON

September 11, 1985

Mr. Robert L. O'Halloran
Allen, Kilmer, Schrader,
Yazbeck & Chenowith
735 SW First Avenue
Portland, OR 97204

Re: Sandau v. The Port of Nehalem v.
State of Oregon, et al

Dear Bob:

Confirming our telephone discussion, Sandau's deposition will be postponed until the last part of the month. As soon as I have an opportunity to speak with Bill Cloran, I will call you back with the date selected.

In the meantime, I understand that you will arrange for the production of your client's records, previously requested but not previously produced. In looking at the Defendant's First Request for Production and tne Plaintiff's response to it, it seems to me that you agreed to produce documents in several categories, but I am not aware that any documents of that nature have been produced. Those include requests numbers 1 through 11, 13 through 16, 19 through 21, and any unproduced documents described in requests 23 through 27.

You and I discussed some particular categories on the phone. I have not seen any estimated work sheets from your client, and would appreciate the opportunity to inspect all estimating work papers. Also, there has been no production of payrolls or daily time sheets, but only of the dredge logs. Third, your client has asserted a claim for damage beyond the dredge and the components and to his discharge line. We have not had production of the depreciation schedules, acquisition forms, maintenance records and invoices for supplemental or replacement purposes pertaining either to the dredge or the discharge line, as requested. Please give me a call as soon as this information is available.

Thank you for your continuing cooperation and assistance.

Very truly yours,

MEYER, SEIFER & STEWART, P.C.

Daniel J. Seifer

cc: Mr. William F. Cloran
Mr. Richard H. Divine

September 11, 1985

Mr. Dan Seifer
Meyer, Seifer & Stewart
1000 Willamette Center
121 S.W. Salmon Street
Portland, Oregon 97204-2986

Re: Sandau v. Port of Nehalem

Dear Dan:

I am in receipt of your letter of September 9, 1985 together with copies of the Amended Complaint. In light of your refiling, I am requesting that you immediately do the following:

1. Please return the State's original documents provided to you for assistance in trial preparation.

2. Please inform your client that all offers previously made to cooperate in litigation or to enter into arrangements to underwrite any portion of a judgment on either claim of the plaintiff are hereby withdrawn.

Given the history of past dealings between the parties, we consider filing a Third Amended Complaint to be a breach of faith.

Very truly yours,

William F. Cloran
Assistant Attorney General

WFC/jep

Certified a true and correct copy of the original.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiffs, v. THE PORT OF NEHALEM, Defendant-Third Party Plaintiff, v. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation, Third Party Defendants.	No. 22-736 AMENDED THIRD PARTY COMPLAINT (Breach of Contract; Negligence)

Defendant-Third Party Plaintiff The Port of Nehalem (hereinafter "Port") alleges:

FIRST CLAIM FOR RELIEF

I

At all times material herein, Port was a port organized under the provisions of ORS 777.101, et seq.

II

At all times material herein, Third Party Defendant State of Oregon, acting by and through its Department of Transportation, Highway Division (hereinafter "State"), was a public body subject to suit under the provisions of ORS 30.310, et seq.

III

On about December 4, 1981, Port and State entered into a cooperative agreement under the terms of which the Port

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[illegible] W. WILLAMETTE CENTER
[illegible] S. W. SALMON STREET
PORTLAND, OREGON 97204-2986

agreed to undertake a project involving certain dredging and the construction of embankment for a roadway bridge across the Nehalem River pursuant to plans and specifications, and the State agreed to make certain payments to Port in reimbursement of Port's expenses.

IV

Pursuant to the cooperative agreement above alleged, the Port entered into a construction contract with Plaintiff. Port has incurred certain expenses and State has made certain reimbursements, but there remains due and owing from State to Port reimbursement for other and additional expenses. In the event that Port is determined to have any liability to Plaintiff on Plaintiff's claims, the cooperative agreement above alleged provides that State will make further reimbursements or partial reimbursement thereof to Port.

V

Port has performed all the allegations on its part to be performed pursuant to the cooperative agreement above alleged.

SECOND CLAIM FOR RELIEF

VI

At all times material herein, Third Party Defendant Wilsey & Ham, Inc. was a California corporation transacting engineering business in the state of Oregon.

/////

MEYER, SEIFER & STEWART
ATTORNEYS AT LAW
[illegible] LAMETTE CENTER
[illegible] W. SALMON STREET
PORTLAND, OREGON 97204-2986

VII

Prior to 1981, Wilsey & Ham, Inc. was engaged by Tillamook County to study, evaluate and report upon certain engineering matters involving the dredging of waterways and the disposal of dredge materials. As a part of said engagement, Wilsey & Ham, Inc. specifically was engaged to test and report upon the nature of riverbed materials in the Nehalem River in the vicinity of a state highway bridge. At the time that it was so engaged and thereafter, Wilsey & Ham, Inc. knew that the purposes of such testing and reporting included a contemplated construction contract involving the dredging and embankment construction giving rise to Plaintiff's alleged claims herein.

VIII

Plaintiff in his Complaint herein has alleged that the report prepared by Wilsey & Ham, Inc. of its testing of the materials above described misrepresented the riverbed materials at the point in question, and that the materials actually encountered were different than represented in the report of Wilsey & Ham, Inc. In the event that it is determined that the report prepared by Wilsey & Ham, Inc. misrepresented the riverbed materials in the area as above alleged, then Wilsey & Ham, Inc. was negligent in one or more of the following particulars:

A. in failing properly to sample and test riverbed materials in the area of the intended project; and

MEYER, SEIFER & STEWART
ATTORNEYS AT LAW
[illegible]
PORTLAND, OREGON 97204-2986

B. in failing accurately to report the nature of riverbed materials in the area of the contemplated project.

IX

In the event that Plaintiff is determined to be entitled to a recovery on its first claim herein, then Port will have been damaged by the negligence of Wilsey & Ham, Inc., as above alleged, in the amount of any such recovery, together with Port's attorneys' fees, costs and expenses herein.

WHEREFORE, Defendant-Third Party Plaintiff The Port of Nehalem demands judgment against Third Party Defendants, and each of them, in the amount of any judgment to which Plaintiff may be determined to be entitled, together with its costs and disbursements incurred herein.

MEYER, SEIFER & STEWART, P.C.

By _____
Daniel J. Seifer, OSB #69156
Of Attorneys for Defendant-
Third Party Plaintiff

MEYER, SEIFER & STEWART
ATTORNEYS AT LAW
[illegible]
PORTLAND, OREGON 97204-2986

CERTIFICATE OF MAILING

I hereby certify that I served the foregoing Amended Third Party Complaint on:

Joseph A. Yazbeck, Jr.
Allen, Kilmer, Schrader,
Yazbeck & Chenowith
735 SW First Avenue
Portland, OR 97204

William F. Cloran
Assistant Attorney General
Oregon Department of Justice
450 Justice Building
Salem, OR 97310

Richard H. Divine
Schouboe, Marvin & Furniss
204 Willamette Park Plaza
6420 SW Macadam Avenue
Portland, OR 97201

on September 9, 1985, by mailing to said attorneys a true copy thereof, certified by me as such, contained in a sealed envelope, with postage paid, addressed to said attorneys' last known address, deposited in the post office at Portland, Oregon, on said day.

DATED this 9th day of September, 1985.

MEYER, SEIFER & STEWART, P.C.

By _____
Daniel J. Seifer
Of Attorneys for Defendant-
Third Party Plaintiff

MEYER, SEIFER & STEWART
ATTORNEYS AT LAW
PORTLAND, OREGON 97204-2986

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiff, v. THE PORT OF NEHALEM, Defendant and Third-Party Plaintiff v. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation, Third-Party Defendants.	No. 22-736 PORT OF NEHALEM'S MEMORANDUM IN OPPOSITION TO THIRD-PARTY DEFENDANT STATE OF OREGON'S MOTIONS TO DISMISS, TO STRIKE AND TO RENDER MORE DEFINITE AND CERTAIN

Defendant Third-Party Plaintiff the Port of Nehalem (herein "the Port") filed its Amended Third-Party Complaint, asserting a First Claim for Relief against the Third-Party Defendant State of Oregon by its Department of Transportation, Highway Division (herein "the State"). The State has now filed eight motions for orders directed to the Amended Third-Party Complaint, in various particulars. The motions are not well taken, and should be denied.

AS TO PARAGRAPH 1 OF THE MOTION:

The State's first motion seeks dismissal under ORCP 54B(1), for the Port's failure to replead against the State within the time stipulated in the Court's Order allowing certain Rule 21 motions filed by the State against the Port's original Third-Party Complaint. The record reflects that no

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(503) 221-0000

Order of Dismissal for the Port's failure to replead was entered as to the State, nor sought by the State, prior to the filing of the Amended Third-Party Complaint. Indeed, as counsel for the State acknowledges and as is reflected by Exhibit B to the State's motion, counsel for the State had agreed to give counsel for the Port 10 days written notice prior to seeking such an order. Counsel for the Port represents that counsel for the State did not, in fact, give counsel for the Port written notice prior to the State's filing of this motion. Since the Port has repled against the State, and thereby cured any default under the prior pleadings, the State's first motion is inappropriate and untimely, and involuntary dismissal pursuant to Rule 54B(1) is inappropriate. The only authority relied upon by the State involves sanctions for failure to comply with discovery rules. Under the Oregon scheme, such sanctions are provided under ORCP 46, and not under ORCP 54B(1). Moreover, no dispute exists or is asserted by the State concerning any failure by the Port to make discovery.

The State does assert that it has been prejudiced by the delay, by the death of H. Scott Coulter, the former State Highway Engineer. The affidavits of counsel and Mr. Wimer attached as Exhibits C and D to the State's motion recite that Mr. Coulter died suddenly while vacationing in Idaho in August. At that time, and at the present time, this case remains set for trial in January, 1986. Counsel's assertion, in his affidavit (Exhibit C-2, lines 24-26) that

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1000 WILLAMETTE CENTER
215 S.W. SALMON STREET
PORTLAND, OREGON 97204-2986
503 224-0000

"It is likely that Mr. Coulter would have been available for trial," if the Amended Third-Party Complaint had been filed sooner, is either patently ridiculous or suggestive of some divine intervention beyond the jurisdiction of this Court.

AS TO PARAGRAPH 2 OF THE MOTION:

The State's second motion seeks dismissal under Rule 21A(8), on the contended grounds that the Amended Third-Party Complaint fails to state a claim for which relief can be granted. The gravamen of the motion is that an agreement by the State to reimburse the Port for costs incurred by the Port violates the Oregon Constitution. Such an allegation may give rise to an affirmative defense on the part of the State, if it wishes to contend that the cooperative agreement attached to Exhibit D (pages D-3 through D-6) of the State's motion is illegal or ultra vires; however, such an affirmative defense is not properly asserted by motion under ORCP 21A. The State's further argument that the Port's claims are "premature" relies only on authority that precedes the adoption of ORCP 22 and third-party practice generally, in this State. Rule 22C expressly provides that a defending party may proceed by third-party practice against one "who is or may be liable to the third-party plaintiff for all or part of the plaintiff's claim." Clearly, the commencement of the third-party claim does not require that the defendant admit liability to the plaintiff.

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AS TO PARAGRAPH 3 OF THE MOTION:

The State relies upon ORCP 23A. That rule expressly provides that a pleading may be amended by a party "as a matter of course at any time before a responsive pleading is served... Otherwise, a party may amend the pleading only by leave of Court or by written consent of the adverse party." Clearly, this rule is inapplicable to the present situation, since the State has never answered the Third-Party Complaint.

AS TO PARAGRAPH 4 OF THE MOTION:

The State seeks to strike the Port's third-party claim on the grounds that it is not of the type permitted by ORCP 22C. The Port's claim against the State is that, under the cooperative agreement alleged, the State is obligated to reimburse the Port, at least to the extent provided in the cooperative agreement, in the event that the Port has any liability to the plaintiff in this action. The State, in its motion, misreads ORCP 22C. That rule provides that a third party complaint may be asserted against one "who is or may be liable to the third party plaintiff..." (emphasis added). The State's argument is predicated on the theory that the State would not be liable directly to the plaintiff on the plaintiff's claim. That argument serves only to knock down a "straw man," since the Port's contention is that the State is liable to the Port, precisely as contemplated by the rule.

****

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AS TO PARAGRAPH 5 OF THE MOTION:

Again, in seeking to dismiss the third party claim for failure to separately state claims, the State argues persuavely against a sin which has not been committed. The central statement of the State's position appears at Page 8 of its Memorandum, Lines 17-19, "[a] claim for specific performance of a contract of indemnity and a claim for breach of contract are separate claims..." The Port has not alleged a claim for specific performance of anything. It is simply a claim for breach of contract. Calling it a claim for "specific performance of a contract of indemnity," does not make the Port's claim such.

AS TO PARAGRAPH 6 OF THE MOTION:

This motion is well taken, in identifying a typographical error in Paragraph V, Page 2, Line 17, of the Amended Third-Party Complaint. The allegation was intended to read, "Port has performed all the <u>obligations</u> on its part to be performed..." Counsel apologizes for the typographical error. The Port requests that the Amended Third-Party Complaint be so amended by interlineation.

AS TO PARAGRAPHS 7 AND 8 OF THE MOTION:

The State seeks an Order of the Court, directing the Port, in essence, to plead evidence. The First Claim for Relief against the State contains a concise and direct statement of the ultimate facts concerning the Port's claim, consistent

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with ORCP 16B and 18. Any additional information necessary to the State's defense can be obtained by discovery.

The only example which the State urges in its Memorandum is that the Port be required to plead whether the alleged cooperative agreement "is oral or in writing to determine the applicability of the Statute of Frauds." Since the cooperative agreement is attached to Exhibit B submitted in support of the State's motion, and since the execution of the cooperative agreement gives rise to the claim of prejudice under the State's first motion, it is obvious that the State is aware that the cooperative agreement is written. It appears that these motions have been filed principally for the purpose of delay, and not for any valid purpose. The State's motions should be denied.

Respectfully submitted,

MEYER, SEIFER & STEWART, P.C.

By: _____
Daniel J. Seifer
Attorneys for Defendant and Third Party Plaintiff The Port of Nehalem

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MICHAEL J. CARO
SUSAN G. WHITNEY
RODNEY R. MILLS
ROGER A. LENNEBERG*

*ALSO ADMITTED IN WASHINGTON

September 9, 1985

Mr. William Cloran
Assistant Attorney General
Department of Justice - Trial Division
450 Justice Building
Salem, OR 97310

Re: Sandau v. Port of Nehalem v.
State of Oregon

Dear Bill:

As you are aware, Judge Mayer sustained certain motions directed to the Third Party Complaint by Third Party Defendant Wilsey & Ham, Inc., and I have been obliged to replead the Port's third party claims.

You will see that I have also repleaded a claim against the State, under the cooperative agreement. I recognize that Judge Mayer has already determined that the initial Third Party Complaint required leave of court, and I also recognize that this pleading is somewhat untimely given the court's Order on your motions. However, I needed to replead against Wilsey & Ham, and wanted to protect the record on behalf of the Port until you and I had had an opportunity to discuss this matter further.

As I read the cooperative agreement between the State and the Port, the State's maximum contribution to the cost of the project is to be $3.25 per cubic yard, and I assume that this is applicable to the final pay quantities on the Sandau contract, as determined by the State or the court. To this point, a substantially smaller amount has been reimbursed by the State to the Port. Indeed, my client tells me that there are certain expenses which are qualified for reimbursement under the cooperative agreement, but which have not yet been reimbursed. I am attempting to obtain an itemization of the expenses which have been incurred and those which have been reimbursed, and should be in a position to review this with you in the near future.

Moreover, it appears to me from reading the cooperative agreement and the files that any recovery by Sandau against the Port, on whatever theory, would be eligible for reimbursement, at least to the maximum provided in the cooperative agreement. You indicated that this had been discussed previously, and I would like to explore this avenue with you in more detail in the near future.

Finally, we both feel that Sandau's second claim, for additional quantities of materials beyond that for which he has been paid, seems rather weak under his contract, but that the State might be willing to enter into an amendment to the cooperative agreement, to permit the Port to be entitled to reimbursement for any additional quantities which Sandau is able to prove. Since the State was responsible for all quantity measurements and calculations, such an agreement seems fair, and my clients are anxious to pursue that possibility.

I am hopeful that you and I will be able to meet in the near future to explore the possibilities of an amicable accounting of our clients' respective positions under the cooperative agreement, including an express understanding of how the cooperative agreement may be applicable to the pending litigation. In such an event, we would be able to dismiss any claims against the State, and concentrate our efforts where they belong.

Thank you for your continuing cooperation and assistance.

Very truly yours,

MEYER, SEIFER & STEWART, P.C.

Daniel J. Seifer

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiffs, v. THE PORT OF NEHALEM, Defendant-Third Party Plaintiff, v. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation, Third-Party Defendants.	NO. 22-736 ORDER ON MOTION TO COMPEL PRODUCTION

This matter having come before this Court on August 19, 1985, upon the Motion To Compel Production of third-party defendant Wilsey & Ham, Inc.; third-party defendant Wilsey & Ham, Inc. appearing by and through Richard H. Divine, and third-party plaintiff The Port of Nehalem appearing by and through Daniel J. Seifer.

At the time and place for the hearing on said Motion, third-party plaintiff The Port of Nehalem produced documents represented by Daniel J. Seifer to be all materials falling within third-party defendant Wilsey & Ham's First Request for Production; and THEREFORE:

IT IS HEREBY ORDERED that said Motion To Compel Production is rendered moot.

DATED this _____day of August, 1985.

HON. DELBERT B. MAYER
CIRCUIT COURT JUDGE

SCHOUBOE, MARVIN & FURNESS
Attorneys at Law
6420 S. W. Macadam Avenue, Suite 204
Portland, Oregon 97201
Telephone (503) 246-7966

CERTIFICATE — TRUE COPY

I hereby certify that the foregoing copy of Order on Motion to Compel Production *is a complete and exact copy of the original.*

Dated August 20, *19* 85.

Attorney(s) for Third-Party Defendants Wilsey & Ham, Inc.

ACCEPTANCE OF SERVICE

Due service of the within ..... *is hereby accepted on* ....., *19*....., *by receiving a true copy thereof.*

Attorney(s) for .....

CERTIFICATES OF SERVICE

Personal

I certify that on ....., *19*....., *I served the within* ..... *on* ..... *attorney of record for* ..... *by personally handing to said attorney a true copy thereof.*

Attorney(s) for .....

At Office

I certify that on ....., *19*...., *I served the within* ..... *on* ..... *attorney of record for* ....., *by leaving a true copy thereof at said attorney's office with his/her clerk therein, or with a person apparently in charge thereof, at* ....., *Oregon.*

Attorney(s) for .....

Mailing

I hereby certify that I served the foregoing Order on Motion To Compel Production *on* 1) Daniel J. Seifer 2) William Cloran 3) Joseph A. Yazbeck, Jr. *attorney(s) of record for* plaintiffs and defendants *on* August 20, *19* 85, *by mailing to said attorney(s) a true copy thereof, certified by me as such, contained in a sealed envelope, with postage paid, addressed to said attorney(s) at said attorney(s) last known address, to-wit:* 1) 1000 Willamette Center, 121 SW Salmon St., Portland, Or. 97204
2) Oregon Department of Justice, Justice Building, Salem, Or. 97310
3) 735 S.W. First Avenue, Portland, Or. 97204

and deposited in the post office at Portland, *Oregon, on said day.*

Dated August 20, *19*85.

RICHARD H. DIVINE

Attorney(s) for Third-Party Defendant Wilsey & Ham, Inc.

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S/

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiffs, vs. THE PORT OF NEHALEM, Defendant-Third Party Plaintiff, vs. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation, Third-Party Defendants.	NO. 22-736 ORDER ON RULE 21 MOTIONS OF WILSEY & HAM, INC.

This matter having come before this Court on August 19, 1985, upon the Rule 21 Motions of third-party defendant Wilsey & Ham, Inc.; third-party defendant Wilsey & Ham, Inc. appearing by and through Richard H. Divine, and third-party plaintiff The Port of Nehalem appearing by and through Daniel J. Seifer; and the Court being fully advised; NOW, THEREFORE,

IT IS HEREBY ORDERED that Paragraphs I, II, VI, VIII, IX, X, XII and XIII of said Motions be and the same hereby are allowed in their entirety and that Paragraphs III, IV, V, VII, XI and XIV of said Motions are thereby rendered moot; and

IT IS FURTHER ORDERED that the Seventh, Eighth, Ninth and Tenth Claims for Relief set forth within the Third-Party Complaint are hereby

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Portland, Oregon 97201
Telephone (503) 246-7761

dismissed and that third-party plaintiff has leave to replead within 20 days.

DATED this _____day of August, 1985; nunc pro tunc August 19, 1985.

HONORABLE DELBERT B. MAYER
CIRCUIT COURT JUDGE

SCHOUBOE, MARVIN & FURNISS
Attorneys at Law
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Portland, Oregon 97201
Telephone (503) 246-7761

CERTIFICATE — TRUE COPY

I hereby certify that the foregoing copy of Order on Rule 21 Motions of Wilsey & Ham,Inc. *is a complete and exact copy of the original.*

Dated August 20, *19*85.

Attorney(s) for Third-Party Defendants Wilsey & Ham, Inc.

ACCEPTANCE OF SERVICE

Due service of the within ..... *is hereby accepted on* ....., *19*....., *by receiving a true copy thereof.*

Attorney(s) for .....

CERTIFICATES OF SERVICE

Personal

I certify that on ....., *19*....., *I served the within* ..... *on* ..... *attorney of record for* ..... *by personally handing to said attorney a true copy thereof.*

Attorney(s) for .....

At Office

I certify that on ....., *19*....., *I served the within* ..... *on* ..... *attorney of record for* ....., *by leaving a true copy thereof at said attorney's office with his/her clerk therein, or with a person apparently in charge thereof, at* ....., Oregon.

Attorney(s) for .....

Mailing

I hereby certify that I served the foregoing Order on Rule 21 Motions of Wilsey & Ham, Inc. *on* 1) Daniel J. Seifer 2) William Cloran; and 3) Joseph A. Yazbeck, Jr. *attorney(s) of record for* plaintiffs and defendants *on* August 20, *19* 85, *by mailing to said attorney(s) a true copy thereof, certified by me as such, contained in a sealed envelope, with postage paid, addressed to said attorney(s) at said attorney(s) last known address, to-wit:* 1) 1000 Willamette Center, 121 SW Salmon St.,Portland,Or 97204
2) Oregon Department of Justice, Justice Building, Salem, Or. 97310
3) 735 SW First Avenue, Portland, Oregon 97204

and deposited in the post office at Portland, *Oregon, on said day.*

Dated August 20, *19* 85

RICHARD H. DIVINE

Attorney(s) for Third-Party Defendants Wilsey & Ham, Inc.

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BACKING SHEET

Lable v Amatex CA4 No 84-1993
decided 8-12-85

FEDERAL

Note—Origin

of case for trial) is
on of Time for De
ormer Equity Rule

dence, see U.S.C.,
) (Injunctions a
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01, 2284) (Same,
(Priority of cases
/s; suits against
storation of property
44 (Proceedings
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Dismissal of Actions

untary Dismissal: Effect Thereof.

By Plaintiff; By Stipulation. Subject to the provisions
ule 23(e), of Rule 66, and of any statute of the United
an action may be dismissed by the plaintiff without
order of court (i) by filing a notice of dismissal at any time
before service by the adverse party of an answer or of a
or summary judgment, whichever first occurs, or
by filing a stipulation of dismissal signed by all parties
who have appeared in the action. Unless otherwise stated
in the notice of dismissal or stipulation, the dismissal is
without prejudice, except that a notice of dismissal oper-
ates as an adjudication upon the merits when filed by a
plaintiff who has once dismissed in any court of the United
States or any state an action based on or including the

By Order of Court. Except as provided in paragraph
of this subdivision of this rule, an action shall not be
dismissed at the plaintiff's instance save upon order of the
court and upon such terms and conditions as the court
deems proper. If a counterclaim has been pleaded by a
defendant prior to the service upon him of the plaintiff's
motion to dismiss, the action shall not be dismissed
against the defendant's objection unless the counterclaim
can remain pending for independent adjudication by the
court. Unless otherwise specified in the order, a dismissal
under this paragraph is without prejudice.

untary Dismissal: Effect Thereof. For failure of

the plaintiff to prosecute or to comply with these rules or any order of court, a defendant may move for dismissal of an action or of any claim against him. After the plaintiff in an action tried by the court without a jury, has completed the presentation of his evidence, the defendant, without waiving his right to offer evidence in the event the motion is not granted, may move for a dismissal on the ground that upon the facts and the law the plaintiff has shown no right to relief. The court as trier of the facts may then determine them and render judgment against the plaintiff or may decline to render any judgment until the close of all the evidence. If the court renders judgment on the merits against the plaintiff, the court shall make findings as provided in Rule 52(a). Unless the court in its order for dismissal otherwise specifies, a dismissal under this subdivision and any dismissal not provided for in this rule, other than a dismissal for lack of jurisdiction, for improper venue, or for failure to join a party under Rule 19, operates as an adjudication upon the merits.

(c) Dismissal of Counterclaim, Cross-Claim, or Third-Party Claim. The provisions of this rule apply to the dismissal of any counterclaim, cross-claim, or third-party claim. A voluntary dismissal by the claimant alone pursuant to paragraph (1) of subdivision (a) of this rule shall be made before a responsive pleading is served or, if there is none, before the introduction of evidence at the trial or hearing.

(d) Costs of Previously Dismissed Action. If a plaintiff who has once dismissed an action in any court commences an action based upon or including the same claim against the same defendant, the court may make such order for the payment of costs of the action previously dismissed as it may deem proper and may stay the proceedings in the action until the plaintiff has complied with the order.

Practice

Subdivision (a)(1). Rule 41(a), permits for a claimant to terminate by Rule 41(a)'s reference approval required for dismissal Rule 66 (Court order required receiver has been appointed). It take precedence over the term approval required for dismissa derivative action) and Rule 23 approval or compromise of a class or association).

Until *service* of an adverse p judgment, Rule 41(a)(1)(i) perm a notice of dismissal. See *Manc* 384, 393 (6th Cir. 1979) ("The who has requested and been g dismissal of his action without pr on appeal from the order of di *Gas Co.*, 599 F.2d 659, 661 (5 to dismiss an action is permissib an answer or a motion for sum ng this limitation is that, afte engaged in the defense of a s adjudicated and it cannot, there consent, permission of the cou ejures him against the renew dismiss under Rule 12(b)(6) w summary judgment because th did not exclude, matters outsid of Rule 41(a)(1)[i], a converte treated as a motion for summa F.2d 1169, 1171 n. 1, 1177 n. 1 that the filing of a notice of matically terminates the law sary to effectuate the dismissa thought himself within the re reasons for wanting to do so a *Harney*, 95 F.R.D. 182, 183 (S.D

(Release #3, 3/85)

[illegible] their right to [illegible]
[illegible]e of an amend[illegible]
[illegible]e of plaintiff[illegible]
[illegible] dismissal.").

[illegible]iss, pursuant [illegible]
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[illegible]ir. 1980) ("[I][illegible]
[illegible]er prosecute the[illegible]
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[illegible]ssal" rule qualifies [illegible]
[illegible]. *v. Lybrand Ro[illegible]*
[illegible]d Cir. 1976) ("The[illegible]
[illegible]al principle . . . [illegible]
[illegible]r a new suit based [illegible]
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[illegible]o close the courthou[illegible]
[illegible]t should be most [illegible]
[illegible]o broadly."); *Schu[illegible]*
[illegible]. 1984); *Crowe [illegible]*
(E.D. Mo. 19[illegible]
is to prevent [illegible]
dismiss an action [illegible]
ling.").

[illegible]s a discretion[illegible]
[illegible]ourt's order *See [illegible]*
143, 146 & [illegible]
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[illegible]t's compulsory [illegible]
[illegible]dent adjudicat[illegible]
[illegible]aring before the [illegible]
its brief on app[illegible]
[illegible]ns v. Ford Motor [illegible]
[illegible]ial court's order [illegible]
[illegible]acated because [illegible]

[illegible] stage of case substantially detrimental to opponent); *Tyco Laboratories, Inc. v. Koppers Co.*, 627 F.2d 54, 55-57 (7th Cir. 1980) [illegible]rial court's voluntary dismissal order affirmed because defendant [illegible]ould not show "plain legal prejudice"); *Spencer v. Moore Business Forms, Inc.*, 87 F.R.D. 118, 119-20 (N.D. Ga. 1980) ("What suffices [illegible]o require a court to exercise its discretion to deny the motion, or to [illegible]ismiss with prejudice, has been variously described as harm 'manifestly prejudicial to the defendant,' . . . 'substantial legal prejudice' [illegible]o defendant, . . . and the loss of any 'substantial right' . . . ."). The [illegible]ourt may order the dismissal upon specified terms and conditions. [illegible]See, e.g., *Galva Union Elevator Co. v. Chicago & N.W. Transp. Co.*, [illegible]94 F.Supp. 26, 27-28 & n. 1 (N.D. Iowa 1980) ("[T]he entry of the [illegible]plaintiffs' voluntary dismissal without prejudice is conditioned upon [illegible]the plaintiffs' paying to the Clerk . . . $60.00 for the filing fee [illegible]$20.00 for the removal bond, and $1,000.00 for attorney fees [illegible]"). The pleading of a counterclaim will not prevent voluntary [illegible]dismissal of the plaintiff's claim if the counterclaim has an independent [illegible]jurisdictional basis. See *Sams v. Beech Aircraft Corp.*, 625 F.2d [illegible]927 (9th Cir. 1980); *John Evans Sons, Inc. v. Majik-Ironers, Inc.*, [illegible]87 F.R.D. 186, 189 (E.D.Pa. 1982) ("The second sentence of Rule [illegible]41(a)(2) appears to bar a court from granting a voluntary dismissal [illegible]over objection against the defendant's objection where a counterclaim [illegible]has been pleaded by the defendant prior to service upon him of the [illegible]plaintiff's motion to dismiss and the counterclaim cannot remain [illegible]pending for independent adjudication by the court if the main claim [illegible]has been dismissed' . . . . The Rule, however, has a limited application. [illegible]It does not bar dismissal . . . where there is federal jurisdiction [illegible]over plaintiff's claim and the counterclaim is a compulsory counterclaim [illegible]under Rule 13 because the court has ancillary jurisdiction [illegible]over the counterclaim even though the plaintiff's claim is dis-

[illegible]Subdivision (b). Rule 41(b), sentence one, authorizes an involuntary [illegible]dismissal. See *Link v. Wabash R.R.*, 370 U.S. 626, 627-36 (1962); [illegible]*Bi-State Dev. Agency*, 728 F.2d 1105, 1108 (8th Cir. 1984); [illegible]*Lockheed Aircraft Corp.*, 634 F.2d 664, 665 & n. 7 (2d Cir. [illegible]1980) ("The remedy is pungent, rarely used, and conclusive. A district [illegible]court should employ it only when he is sure of the impotence [illegible]of sanctions. Because the behavior of plaintiff and his attorney [illegible]was dilatory, obstreperous, and resolute, we find the ultimate [illegible]sanction appropriate . . . ."); *Ramsey v. Signal Delivery Serv., Inc.*, [illegible]631 F.2d 1211, 1214 (5th Cir. 1980) (Plaintiff's three month delay

in filing response to defendant's motion to dismiss is not extreme delay that justifies a Rule 41(b) dismissal); *Martin-Trigona v. M...* 627 F.2d 680, 682 n. 1 (5th Cir. 1980) ("[A] trial court has the inherent power to dismiss a complaint for failure to prosecute ... *sponte* and without notice."); *Tolbert v. Leighton,* 623 F.2d 5... (9th Cir. 1980) ("[I]t is an abuse of discretion to dismiss a ... case for failure to prosecute where (1) the *only* evidence of ... ness is his or his attorney's failure to attend a pretrial confer... the court has not warned that failure to attend will crea... dismissal; and (3) the case is still 'young.' "); *Campbe...* *States,* 496 F.Supp. 36, 39 (E.D. Tenn. 1980) ("The failu... plaintiff to make service of process within a reasonable time ... amount to a want of prosecution of his action, . . . and his fa... to exercise reasonable diligence in this regard subjects his ac... a dismissal for his failure to prosecute it.").

A sanction less drastic than involuntary dismissal may ... posed. *J.M. Cleminshaw Co. v. City of Norwich,* 93 F.R.D. 354-55 (D.Conn. 1981) ("Pursuant to Rule 41(b), . . . a co... impose financial sanctions upon an attorney who fails to pr... his client's case diligently, or who otherwise engages ... conduct, or who fails to comply with the Federal Rul... Procedure or any order of the court. . . . These sanctions m... fines payable to the court, which reflect, in part, the costs ... by the court on account of the attorney's conduct. . . . Fines m... imposed upon offending attorneys under Rule 41(b) even thou... rule, by its terms, specifically provides only for the sanction ... missal of the action. Indeed, fines are an appropriate sanction ... Rule 41(b) precisely because dismissal is the only sanction spe... by that rule. . . . [T]he district courts have been directed to a... harsh result of dismissal in cases where the delays or disobed... have been the fault of counsel rather than their clients.").

Rule 41(b), sentence two through sentence four, authorizes the court, in a case tried without a jury, to grant a motion for involuntary dismissal because the evidence is insufficient to support a judgment. The motion is related to the Rule 50(a) directed verdict motion in a jury tried case. See *Hersch v. United States,* 719 F.2d 873, 87... (6th Cir. 1983) (" '[W]hen the defendant makes a Rule 41(b) motion ... it becomes the duty of the court to weigh and evaluate the evidence.' . . . . Moreover, in evaluating the evidence, the judge makes no special inferences in favor of the plaintiff . . . . A motion for a directed verdict under Rule 50(a) . . . invokes a . . . different

...to dismiss is not extreme...); *Martin-Trigona v. Morse*... ("[A] trial court has the... for failure to prosecute... *Leighton*, 623 F.2d 585, 587... motion to dismiss a plaintiff's... *only* evidence of dilatori... and a pretrial conference... attend will create a risk of... g.' "); *Campbell v. United*... 1980) ("The failure of a... in a reasonable time may... action, . . . and his failure... gard subjects his action to... .").

...ary dismissal may be in... *Norwich*, 93 F.R.D. 34... le 41(b), . . . a court may... ney who fails to prosecute... rwise engages in dilatory... e Federal Rules of Civil... ese sanctions may include... n part, the costs incurred... onduct. . . . Fines may be... ule 41(b) even though that... y for the sanction of dis... ppropriate sanction under... e only sanction specified... been directed to avoid the... e delays or disobedience... their clients.")

...nce four, authorities... a motion for involuntary... t to support a judgment... rected verdict motion... s, 719 F.2d 873, 87... kes a Rule 41(b) motion... weigh and evaluate the... he evidence, the judge... plaintiff . . . . A motion... invokes a . . . different...

...standard. The trial judge does not weigh the evidence. Rather, the judge views the evidence, and inferences therefrom in the light most favorable to the nonmoving party. . . . The trial court may only grant the directed verdict '. . . where there are no . . . issues of fact upon which reasonable men could differ.' . . . . Upon review from the grant of a directed verdict, the appelate court must apply the same standard, set forth above, as the district court. . . . In reviewing a Rule 41(b) . . . dismissal . . . however, the . . . appellate court may not disturb the lower court's conclusion unless clearly erroneous."). See generally *Gaballah v. Johnson*, 629 F.2d 1191, 1193-1204 (7th Cir. 1980) (Trial court's grant of involuntary dismissal to defendant at close of plaintiff's evidence proper because evidence would not support ultimate burden of proof); Practice Comment, Rule 50(a).

With expressly stated exceptions, a Rule 41(b) involuntary dismissal operates as an adjudication upon the merits unless the court otherwise specifies. See *Costello v. United States*, 365 U.S. 265, 284-... (1961); *Weissinger v. United States*, 423 F.2d 795, 799 (5th Cir. ...): "The fifth sentence [of Rule 41(b)] sets out exceptions to its 'operative effect' rule—dismissals for lack of jurisdiction, or for improper venue, or for lack of an indispensable party. But in trying to ... after the event what a dismissal order means one never ... the 'operative effect' rule if the order says on its face what ... i.e., 'otherwise specifies.' "); *Burch v. Snider*, 87 F.R.D. ... (D. Md. 1979) ("[T]he . . . [Rule 12(b)(6)] order did not ... state whether the dismissal was with or without prejudice. . . . [Rule] 41(b) provides that an involuntary dismissal, ... Court provides otherwise, will operate as an adjudication ... merits.").

...ubdivision (c). A dismissal of a counterclaim, cross-claim, or third-... is subject to Rule 41. See *Vallejos v. C.E. Glass Co.*, 583 ... 509 n. 2 (10th Cir. 1978) (Rule 41(b) motion for an ... dismissal of a cross-claim for indemnity); *Foremost Int'l* ... *Qantas Airways Ltd.*, 478 F.Supp. 589, 601-602 (D. ...) (Rule 41(b) motion for an involuntary dismissal of a ...). Because claims under Rule 13 or 14, if asserted, will ... pleaded in the answer or subsequent to its service, Rule ... voluntary dismissals of those claims by Rule 41(c) must ... before a responsive pleading is served or before the ... of evidence at trial or hearing. Theoretically, the service ... of a motion for summary judgment should also

...there rather than in

...power should be guid-
...governing a decision
...ate action is pending
...parties in interest,
..., and "the occasion-
...ives of judicial econo-
...and delay to the liti-
...prompt and orderly
...claim or issue, and avoid-
...consistent judgments." In
...may assert a claim of
...fee and collect a fee from a
...the same case where the
...against a third party is adju-
...who has chosen this course.
...fees and the Knights' mal-
...embrace the same parties
...ues, and the district judge
...ered the other objectives.
...argue that they should be
...sue the malpractice claim
...use it is a permissive coun-
...court does not decide whether
...rmissive or compulsory, stat-
...ding that it was permissive
...mean that it would not have
...had the Knights elected not to
...district court's power is not
...he Knights' choice. The court
...rity to direct that the malprac-
...e presented in this case unless
...ice would result, and none has
...strated. The Knights suggest
...them to litigate their claim in
...ght cause it to be decided in
...proceedings akin to the show
...g, but the court notes that when
...ected the claim to be asserted,
...ared to afford the litigants all
...would otherwise attend. With
...nding, the court upholds the
...decision that the legal malprac-
...ust be litigated in this action.

...Co. v. Knight, Idaho Ct.App., ..., Burnett, J., 8/1/85)

Discovery

...PLIANCE SANCTIONS—

...P. 16 pre-trial discovery order ...s-related cases does not violate ... if it promotes clarity and order; ...f evidence and grant of summary ...r failure to comply with standing ...per where there is no justifiable noncompliance.

On Sept. 27, 1982, Harry Rabb sued 19 asbestos manufacturers in the Western District of North Carolina alleging that his pulmonary fibrosis was caused by exposure to the defendants' products. On March 17, 1983, the court filed a Fed.R.Civ.P. 16 pre-trial order that established certain procedures and a timetable for discovery for all pending and future asbestosis litigation in the Western District. That day, a separate order declaring Rabb's case to be governed by the pre-trial order was also filed.

The pre-trial order provided, among other things, that the plaintiff must serve on defendants, within 90 days from filing the complaint, a "master list" identifying the precise products and specific defendants responsible for the injuries, the exact dates and locations where exposure occurred, and the names of witnesses to the exposure. It also required that the plaintiff update the index into a "final master list" within seven months from the date of filing. The order further provided that failure to comply with the timetable would result in dismissal.

On June 23, 1983, three weeks after the first deadline passed, plaintiff's counsel filed his "master list." In addition to being late, the list failed to identify any exposure witnesses. The plaintiff's subsequent "final master list" was filed on time, but simply incorporated the information contained in the first "master list." On November 3 and 29, 1983, the plaintiff supplemented this list by naming exposure witnesses. On December 6, 1983, all defendants moved to dismiss pursuant to Fed.R.Civ.P. 41(b), or in the alternative, for preclusion of all evidence not disclosed as ordered.

On April 5, 1984, the district court concluded that the plaintiff unjustifiably disregarded the pretrial order and granted preclusion of evidence and summary judgment. The plaintiff appealed, conceding that he failed to comply with the timetable but alleging that the order itself violated the Fed.R.Civ.P. and the due process clause of the fifth amendment. Alternatively, he asserted that the court abused its discretion because its order violated his due process rights.

The U.S. Court of Appeals for the Fourth Circuit rejects both of the plaintiff's contentions and affirms. The plaintiff's central argument, observes the court, is that the district court pretrial order differs from a similar order "implicitly approved" in *Barwick v. Celotex Corp.*, 736 F2d 946 (CA4 1984). The pretrial order in *Barwick*, however, was not intended to serve as a yardstick by which to measure all other asbestos litigation discovery orders. Rather, the appropriate appellate analysis is whether an order promotes clarity and regularity in the pre-trial process without unduly burdening the parties. Since this discovery order *did* satisfy that standard and complied with the federal rules of civil procedure, the court holds that there was no legal or constitutional violation and no abuse of discretion.

Moreover, the court holds that the sanctions imposed by the district court do not constitute an abuse of discretion or violation of the fifth amendment due process clause. Fed.R.Civ.P. 37 grants a court the power to impose the sanction of dismissal even though the order violated is a general pre-trial order and not specifically designated as an order compelling discovery. The advisory committee notes to Rule 37 provide that the scope of the Rule is sufficiently broad to include "any" order. The only fifth amendment limit on a district court's power to dismiss is when the failure to comply with an order "has been due to inability, and not willfulness, bad faith, or any fault of petitioner." Since the trial court found that the plaintiff had no justifiable excuse for noncompliance, this limitation does not apply.

(Rabb v. Amatex, CA4, No 84-1993, Phillips, J., 8/12/85)

Examination of Witnesses

EXPERT TESTIMONY—

Trial court improperly excluded expert testimony on several questionable grounds, including novelty of testimony and fact that witness had never testified before, but errors are not reversible because offer of proof, which focused on facts to be proved rather than on testimony of witness, was inadequate.

In a suit seeking damages for the death of an unarmed citizen shot by a police officer, the California Court of Appeal, Fifth Appellate District, upholds a trial judge's refusal to qualify as an expert a 16-year veteran police officer in charge of the officer-related shooting division of the Los Angeles Police Department, who would have explained individual officers' inconsistencies regarding the incident. While the trial judge gave improper reasons for not qualifying the witness, the court refuses to set aside the plaintiff's verdict because, as to the defendants' proposed expert, the offer of proof was inadequate.

0-87179-466-1/85/$0+.50

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JAMES H. MARVIN
ANTHONY W. FURNISS
DOUGLAS C. FARRELL
GLEN S. SHEARER
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GREGORY J. LEINEWEBER

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PORTLAND, OREGON 97201

AREA CODE 503
TELEPHONE 246-7966

August 1, 1985

Circuit Court Clerk
Tillamook County Circuit Court
Tillamook County Courthouse
201 Laurel Avenue
Tillamook Oregon 97141

Re: Sandau v. Port of Nehalem v. State of Oregon, et al, Tillamook County Case No. 22-736

Dear Clerk:

Enclosed for filing please find motions of third-party defendant Wilsey & Ham, Inc. in the above-referenced matter:

1) Rule 21 Motions Against Third-Party Complaint; and

2) Motion to Compel Production.

Pursuant to your Local Rules 1 and 4, it is our impression that these motions can be heard on August 19, 1985. Please confirm this date and notify us of the time of hearing as provided by your Local Rule 4.

Our appearance fee in this matter has previously been paid, concurrent with our filing of a Request for Production in January, 1985.

Thank you for your cooperation in this regard.

Very truly yours,

SCHOUBOE, MARVIN & FURNISS

Richard H. Divine

RHD/jf
Enclosures
cc: Daniel J. Seifer
William Cloran
Joseph A. Yazbeck, Jr.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiffs, vs. THE PORT OF NEHALEM, Defendant-Third Party Plaintiff, vs. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATDION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation, Third-Party Defendants.	NO. 22-736 MOTION TO COMPEL PRODUCTION

Pursuant to ORCP 46A.(2), third-party defendant Wilsey & Ham, Inc. moves the court for an Order compelling production of all items requested in Wilsey & Ham's Request for Production served upon the third-party plaintiff on January 22, 1985.

POINTS AND AUTHORITIES

ORCP 36; ORCP 43; ORCP 46.

Said Request for Production requested production of the within named documents not later than February 15, 1985. To date, third-party plaintiff has not produced any of the requested items. Neither has third-party plaintiff filed and served any response or objections to said Request for Production as provided by ORCP 43B.

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Telephone (503) 246-7966

A copy of said Request for Production (including a conformed copy of the certificate of service) is attached for reference.

SCHOUBOE, MARVIN & FURNISS

Richard H. Divine OSB #78184
of Attorneys for Third-Party
Defendant Wilsey & Ham, Inc.

TRIAL ATTORNEY: James H. Marvin
OSB #72164

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IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING Plaintiff, v. THE PORT OF NEHALEM, Defendant-Third Party Plaintiff, v. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC. a foreign corporation, Third-Party Defendants.	No. 22-736 THIRD-PARTY DEFENDANT WILSEY HAM'S FIRST REQUEST FOR PRODUCTION TO THIRD-PARTY PLAINTIFF PORT OF NEHALEM

TO: PORT OF NEHALEM, and its attorneys, TOOZE, KERR, MARSHALL & SHENKER.

Pursuant to ORCP 36 and 43, third-party defendant Wilsey & Ham requests that Port of Nehalem produce for inspection and copying not later than February 15, 1985 at the law offices of Schouboe, Marvin & Furniss, 6420 S. W. Macadam, Suite 204, Portland, Oregon 97201, the following described documents:

INSTRUCTIONS FOR USE

A. Produce all documents or any parts or segments thereof which are in your possession or subject to your possession, custody, control or access.

B. This request is a continuing one. If, after producing documents, third-party plaintiff obtains or becomes aware of any further documents responsive to this Request, it is required to produce such

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additional documents.

C. Each draft or version of each document is included within the definition as are all attachments, exhibits, and enclosures included within all such drafts or versions.

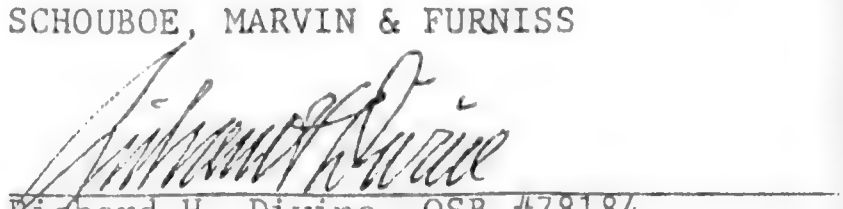
REQUESTED DOCUMENTS

1. Any and all construction specifications which relate to The Port of Nehalem's dredging project on the Nehalem River which is at issue in this lawsuit.

2. Any and all contracts, modifications of contract, or other memorialization of any and all agreements between Port of Nehalem and any and all of its consultants regarding The Port of Nehalem's dredging project on the Nehalem River which is at issue in this lawsuit.

3. Any and all correspondence, memoranda, calculations, estimates, and design information authored, received or utilized by any and all of The Port of Nehalem's consultants regarding the Port of Nehalem's dredging project on the Nehalem River which is at issue in this lawsuit.

SCHOUBOE, MARVIN & FURNISS



Richard H. Divine, OSB #78184
of Attorneys for Third-Party
Defendants Wilsey & Ham, Inc.

Trial Attorney: James H. Marvin
OSB #72164

SCHOUBOE, MARVIN & FURNISS
Attorneys at Law
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Portland, Oregon 97201
Telephone (503) 246-7966

CERTIFICATE — TRUE COPY

I hereby certify that the foregoing copy of Third-Party Defendant Wilsey & Ham's First Request for Production to Third-Party Plaintiff Port of Nehalem *is a complete and exact copy of the original.*

Dated January 21 22, 1985

Attorney(s) for .....

ACCEPTANCE OF SERVICE

Due service of the within ..... *is hereby accepted on* ....., 19....., *by receiving a true copy thereof.*

Attorney(s) for .....

CERTIFICATES OF SERVICE

Personal

I certify that on ....., 19....., *I served the within* ..... *on* ..... *attorney of record for* ..... *by personally handing to said attorney a true copy thereof.*

Attorney(s) for .....

At Office

I certify that on ....., 19....., *I served the within* ..... *on* ..... *attorney of record for* ....., *by leaving a true copy thereof at said attorney's office with his/her clerk therein, or with a person apparently in charge thereof, at* ....., Oregon.

Attorney(s) for .....

Mailing

I hereby certify that I served the foregoing Third-Party Defendant Wilsey & Ham's First Request for Production to Third-Party Plaintiff Port of Nehalem on: (1) Charles R. Holloway, III, (2) Joseph Yazbeck, Jr., (3) William F. Cloran *attorney(s) of record for* Plaintiff and defendants *on* January 21 22, 1985, *by mailing to said attorney(s) a true copy thereof, certified by me as such, contained in a sealed envelope, with postage paid, addressed to said attorney(s) at said attorney(s) last known address, to-wit:* (1) 333 S. W. Taylor St., Portland, Oregon 97204; (2) 735 S. W. First Ave., Portland, Oregon 97204; (3) Oregon Department of Justice, Justice Building, Salem, Oregon 97310 *and deposited in the post office at* Portland, *Oregon, on said day.*

Dated January 21 22, 1985

/s/ RICHARD H. DIVINE

Attorney(s) for Defendant Wilsey & Ham, Inc

SCHOUBOE, MARVIN & FURNISS, P.C.
ATTORNEYS AT LAW
204 Willamette Park Plaza
6420 S. W. Macadam Avenue
Portland, Oregon 97201
Telephone (503) 246-7966

BACKING SHEET

1/1/80-B
FORM No. 1001½—STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

CERTIFICATE — TRUE COPY

I hereby certify that the foregoing copy of MOTION TO COMPEL PRODUCTION *is a complete and exact copy of the original.*

Dated August 1, *19* 85

Attorney(s) for Third-Party Defendants Wilsey & Ham, Inc.

ACCEPTANCE OF SERVICE

Due service of the within ..... *is hereby accepted on* ....., *19* ....., *by receiving a true copy thereof.*

Attorney(s) for .....

CERTIFICATES OF SERVICE

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I certify that on ....., *19*....., *I served the within* ..... *on* ..... *attorney of record for* ..... *by personally handing to said attorney a true copy thereof.*

Attorney(s) for .....

At Office

I certify that on ....., *19*....., *I served the within* ..... *on* ..... *attorney of record for* ....., *by leaving a true copy thereof at said attorney's office with his/her clerk therein, or with a person apparently in charge thereof, at* ....., *Oregon.*

Attorney(s) for .....

Mailing

I hereby certify that I served the foregoing MOTION TO COMPEL PRODUCTION *on* 1) Daniel J. Seifer; 2) William Cloran; and 3) Joseph A. Yazbeck, Jr. *attorney(s) of record for* Plaintiffs and defendants *on* ....., *19*....., *by mailing to said attorney(s) a true copy thereof, certified by me as such, contained in a sealed envelope, with postage paid, addressed to said attorney(s) at said attorney(s) last known address, to-wit:* 1) 1000 Willamette Center, 121 SW Salmon St., Portland, OR 97204-2986; 2) Oregon Department of Justice, Justice Building, Salem, OR 97310; and 3) 735 S. W. First Ave., Portland, OR 97204 *and deposited in the post office at* Portland, *Oregon, on said day.*

Dated August 1, *19* 85.

/s/ Richard H. Divine

Attorney(s) for Third-Party Defendants Wilsey & Ham, Inc.

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CERTIFICATE — TRUE COPY

I hereby certify that the foregoing copy of MOTION TO COMPEL PRODUCTION *is a complete and exact copy of the original.*

Dated August 1, *19* 85

Attorney(s) for Third-Party Defendants Wilsey & Ham, Inc.

ACCEPTANCE OF SERVICE

Due service of the within ..... is hereby accepted on ....., 19....., by receiving a true copy thereof.

Attorney(s) for .....

CERTIFICATES OF SERVICE

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Attorney(s) for .....

At Office

I certify that on ....., 19....., I served the within ..... on ..... attorney of record for ....., by leaving a true copy thereof at said attorney's office with his/her clerk therein, or with a person apparently in charge thereof, at ....., Oregon.

Attorney(s) for .....

Mailing

I hereby certify that I served the foregoing MOTION TO COMPEL PRODUCTION *on* 1) Daniel J. Seifer; 2) William Cloran; and 3) Joseph A. Yazbeck, Jr. *attorney(s) of record for* Plaintiffs and defendants *on ....., 19....., by mailing to said attorney(s) a true copy thereof, certified by me as such, contained in a sealed envelope, with postage paid, addressed to said attorney(s) at said attorney(s) last known address, to-wit:* 1) 1000 Willamette Center, 121 SW Salmon St., Portland, OR 97204-2986; 2) Oregon Department of Justice, Justice Building, Salem, OR 97310; and 3) 735 S. W. First Ave., Portland, OR 97204 *and deposited in the post office at* Portland, *Oregon, on said day.*

Dated August 1, *19* 85

/s/ Richard H. Divine

Attorney(s) for Third-Party Defendants Wilsey & Ham, Inc.

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BACK OF SHEET

1/1/80-B
FORM No. 100½—STEVENS NESS LAW PUB. CO., PORTLAND, ORE.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiffs, vs. THE PORT OF NEHALEM, Defendant-Third Party Plaintiff, vs. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATDION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation, Third-Party Defendants.	NO. 22-736 RULE 21 MOTIONS OF THIRD-PARTY DEFENDANT WILSEY & HAM AGAINST THIRD-PARTY COMPLAINT

Comes now third-party defendant Wilsey & Ham, Inc. and moves the Court for an Order as follows:

I

Dismissing the third-party plaintiff's Seventh Claim for Relief for failure to plead ultimate facts sufficient to constitute a claim.

POINTS AND AUTHORITIES

ORCP 21A(8).

The facts pled do not contain allegations of ultimate fact sufficient to establish any duty owed by third-party defendant Wilsey & Ham to plaintiff in the principal action. Such allegations are required in order to maintain an action for common law indemnity. Fulton Insurance Co. v. White Motor Corp., 261 Or 206, 210-11, 493 P2d 138 (1972).

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Common law indemnity is a remedy available to one joint tort-feasor against another. Id. By definition, it requires that both joint tort-feasors owe a common duty to the plaintiff. Flying Scotsman, Inc. v. Leach, et al, 53 OrApp 14, 16, 630 P2d 900 (1981); Citizens Ins. Co. v. Signal Ins. Co., 261 Or 294, 298, 493 P2d 46 (1972); Restatement of Restitution §76, comment b.

The facts pled in support of the Seventh Claim for Relief do not contain allegations of ultimate fact sufficient to establish a claim.

II

Dismissing the Seventh Claim for Relief for failure to state a claim.

POINTS AND AUTHORITIES

ORCP 21A8.

Third-party defendant Wilsey & Ham is alleged to be an engineering consulting firm. Third-Party Complaint, p.5. It is a firmly established principle that professionals do not make implied warranties as to the accuracy of their work and the result. Crewse v. Munroe, 224 Or 174, 177, 355 P2d 637 (1960). This rule of law applies to engineers and architects engaged in their profession. Scott & Payne v. Potomac Ins. Co., 217 Or 323, 332, 341 P2d 1083 (1959); White v. Pallay, 119 Or 97, 99-100, 247P..316 (1926).

The Seventh Claim for Relief therefore fails to state a claim for which relief may be granted.

III

Dismissing third-party plaintiff's Seventh Claim for Relief for failure to state claims separately as required by ORCP 16B, or in the

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alternative, requiring third-party plaintiff to make its Seventh Claim for Relief more definite and certain by pleading its claims separately.

POINTS AND AUTHORITIES

ORCP 16B; ORCP 21D.

Third-party plaintiff has labeled its Seventh Claim for Relief "Indemnity, Breach of Implied Warranty of Accuracy Against Wilsey & Ham, Inc." Actions for indemnity and breach of implied warranty are separate actions. Third-party plaintiff's Seventh Claim for Relief fails to allege facts sufficient to make out a claim for either action, while containing some elements of each.

The Seventh Claim for Relief should be either dismissed or separately stated.

IV

Requiring third-party plaintiff to make more definite and certain its allegation set forth in paragraph XIX of its Third-Party Complaint.

POINTS AND AUTHORITIES

ORCP 21D.

Third-party plaintiff should be required to specifically allege facts supporting its claim that Wilsey & Ham made an implied warranty of accuracy. No statute has been alleged, nor can one be alleged, which gives rise to any such sort of implied warranty of accuracy. If there is some other basis for a claim that such an implied warranty of accuracy was made, then ultimate facts sufficient to support the claim must be pled.

This defendant is entitled to have third-party plaintiff allege specific facts supporting its claim.

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V

Requiring third-party plaintiff to make more definite and certain paragraph XVIII of the Third-Party Complaint.

POINTS AND AUTHORITIES

ORCP 21D.

In order to respond to third-party plaintiff's charges of inaccuracies in a report, Wilsey & Ham needs to know the date and time of the report, together with the name of Wilsey & Ham's client, and exactly what portion(s) of the report is (are) alleged to be inaccurate. In the alternative, third-party plaintiff should be required to attach to its pleading a copy of the complete report which contained any alleged inaccuracies.

VI

Dismissing third-party plaintiff's Eighth Claim for Relief for failure to plead ultimate facts sufficient to state a claim.

POINTS AND AUTHORITIES

ORCP 21A(8).

Plaintiff's Complaint against third-party plaintiff, attached as Exhibit A to the Third-Party Complaint make no claim against third-party plaintiff upon the tort theory of negligence. Consequently, third-party plaintiff can have no indemnity claim against defendant based upon any negligence claims.

Further, plaintiff's Complaint fails to allege or identify any duty owed by this third-party defendant to the plaintiff in the

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principal action or any matter that establishes that between third-party plaintiff and Wilsey & Ham, the latter ought to pay any liability.

In support of this motion paragraph, Wilsey & Ham further relies upon the authorities set forth in motion paragraph I.

VII

Dismissing third-party plaintiff's Eighth Claim for Relief for failure to state claims separately as required by ORCP 16B, or in the alternative, requiring third-party plaintiff to make its Eighth Claim for Relief more definite and certain by pleading its claims separately.

POINTS AND AUTHORITIES

ORCP 16B; ORCP 21D.

Third-party plaintiff has labeled its Eighth Claim for Relief "Indemnity - Negligence against Wilsey & Ham, Inc." Actions for indemnity and actions for negligence are separate actions with different elements and pleading requirement. Third-party plaintiff's Eighth Claim for Relief fails to allege facts sufficient to make out a claim upon either theory while arguably including some elements of both. This third-party defendant is entitled to a pleading which clearly sets forth a single identifiable cause under each claim for relief.

VIII

Dismissing third-party plaintiff's Ninth Claim for Relief for failure to state a claim.

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POINTS AND AUTHORITIES

ORCP 21A(8).

Third-party plaintiff has identified its Ninth Claim as one for "contribution". Plaintiff's Complaint in the principal action attempts to plead two claims for breach of contract against third-party plaintiff.

Contribution is a statutory right in Oregon. ORS 18.440; Coos-Curry Electric v. Curry County, 26 OrApp 645, 554 P2d 601 (1976). ORS 18.430(1) provides that contribution exists only among joint tort-feasors.

Plaintiff's Complaint attached as Exhibit A and thereby incorporated into third-party plaintiff's Third-Party Complaint advances no claims sounding in tort. Third-party plaintiff's Ninth Claim for Relief therefore fails to set forth a claim for contribution and should be dismissed.

IX

Dismissing third-party plaintiff's Ninth Claim for Relief for failure to state a claim.

POINTS AND AUTHORITIES

ORCP 21A(8).

An action for contribution is an action among joint tort-feasors, all of whom must be liable in tort to the plaintiff. ORS 18.430.

Nowhere in the Third-Party Complaint does the third-party plaintiff allege facts sufficient to show that Wilsey & Ham is liable to the plaintiff in the principal action. Further, third-party plaintiff

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denies any liability on its own part. Its Ninth Claim is therefore deficient in attempting to state a claim for relief for contribution against Wilsey & Ham.

X

Dismissing third-party plaintiff's Ninth Claim for Relief for failure to st ate a claim.

POINTS AND AUTHORITIES

ORCP 21A(8).

In its Ninth Claim for Relief, third-party plaintiff again raises the theory of a breach of implied warranty of accuracy, this time in a claim for contribution. As set forth in motion paragraph II, no such implied warranty of accuracy is given by an engineering professional, and therefore no such theory of liability can exist. Wilsey & Ham relies upon the authorities set forth in motion paragraph II.

XI

Dismissing third-party plaintiff's Ninth Claim for Relief for failure to state claim separately, or in the alternative, requiring third-party plaintiff to make its pleading more definite and certain by separately stating its claims.

POINTS AND AUTHORITIES

ORCP 16B; ORCP 21D.

Third-party plaintiff's Ninth Claim for Relief attempts to state a claim for contribution together with a claim for breach of implied warranty while failing to sufficiently plead either claim. The Ninth

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Telephone (503) 246-7966

Claim for Relief should therefore be dismissed or required to be made more definite and certain in order that each claim be properly identified and separately stated in order to enable Wilsey & Ham to respond thereto.

XII

Dismissing third-party plaintiff's Tenth Claim for Relief for failure to state a claim.

POINTS AND AUTHORITIES

ORCP 21A(8).

Third-party plaintiff's Tenth Claim for Relief once again attempts to state a claim for "contribution". As set forth in motion paragraph VIII, contribution exists only among joint tort-feasors. Since plaintiff's principal action against the third-party plaintiff advances no claims in tort, the Tenth Claim for Relief fails to state a claim for contribution against Wilsey & Ham.

Wilsey & Ham further relies upon the authorities set forth in motion paragraph VIII.

XIII

Dismissing third-party plaintiff's Tenth Claim for Relief for failure to state a claim.

POINTS AND AUTHORITIES

ORCP 21A(8).

Once again, third-party plaintiff has failed to allege sufficient facts to state a claim for contribution against this third-party defendant. By statute, contribution can exist only amongst joint tort-feasors. ORS 18.430, Third-party plaintiff has denied any

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SCHOUBOE, MARVIN & FURNISS
Attorneys at Law
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liability on its own part. In addition, it fails to allege any facts sufficient to show that this third-party defendant is liable to the plaintiff in the principal action in tort. Plaintiff's Complaint does not set forth any claim sounding in tort.

XIV

Dismissing third-party plaintiff's Tenth Claim for Relief for failure to state claims separately or in the alternative, requiring third-party plaintiff to make its Tenth Claim for Relief more definite and certain by separately stating claims.

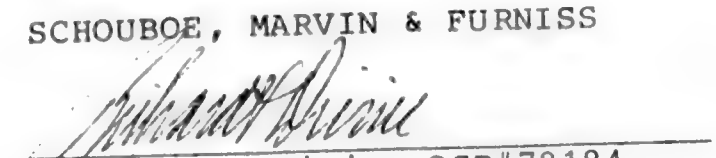
POINTS AND AUTHORITIES

ORCP 16B; ORCP 21D.

This motion paragraph is similar to motion paragraph XI and is made upon the same grounds. Once again, third-party plaintiff has set forth as one claim elements which insufficiently state portions of two separate claims. The Tenth Claim for Relief should be dismissed, or the third-party plaintiff should be required to separately set forth each claim.

Respectfully submitted,

SCHOUBOE, MARVIN & FURNISS



Richard H. Divine OSB#78184
of Attorneys for Third-Party
Defendants Wilsey & Ham, Inc.

Trial Attorney: James H. Marvin
OSB #72164

SCHOUBOE, MARVIN & FURNISS
Attorneys at Law
6420 S. W. Macadam Avenue, Suite 204
Portland, Oregon 97201
Telephone (503) 246-7966

CERTIFICATE — TRUE COPY

I hereby certify that the foregoing copy of RULE 21 MOTIONS OF THIRD-PARTY DEFENDANT WILSEY & HAM AGAINST THIRD-PARTY COMPLAINT *is a complete and exact copy of the original.*

Dated August 1, *19* 85.

Attorney(s) for Third-Party Defendants Wilsey & Ham, Inc.

ACCEPTANCE OF SERVICE

Due service of the within ..... is hereby accepted on ....., 19....., by receiving a true copy thereof.

Attorney(s) for .....

CERTIFICATES OF SERVICE

Personal

I certify that on ....., 19....., I served the within ..... on ..... attorney of record for ..... by personally handing to said attorney a true copy thereof.

Attorney(s) for .....

At Office

I certify that on ....., 19....., I served the within ..... on ..... attorney of record for ....., by leaving a true copy thereof at said attorney's office with his/her clerk therein, or with a person apparently in charge thereof, at ....., Oregon.

Attorney(s) for .....

Mailing

I hereby certify that I served the foregoing RULE 21 MOTIONS OF THIRD-PARTY DEFENDANT WILSEY & HAM AGAINST THIRD-PARTY COMPLAINT *on* 1) Daniel J. Seifer; 2) William Cloran; and 3) Joseph A. Yazbeck, Jr. *attorney(s) of record for* plaintiffs and defendants *on ....., 19....., by mailing to said attorney(s) a true copy thereof, certified by me as such, contained in a sealed envelope, with postage paid, addressed to said attorney(s) at said attorney(s) last known address, to-wit:* 1) 1000 Willamette Center, 121 S. W. Salmon St., Portland OR 97204-2986; 2) Oregon Department of Justice, Justice Building, Salem, OR 9731 and 3) 735 S. W. First Ave., PORTland, OR 97204. *and deposited in the post office at* Portland, *Oregon, on said day.*

Dated August 1, *19* 85

/s/ Richard H. Divine

Attorney(s) for Third-Party Defendants Wilsey & Ham, Inc.

SCHOUBOE, MARVIN & FURNISS
ATTORNEYS AT LAW
224 Willamette Park Plaza
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Portland, Oregon 97201
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BACKING SHEET

1/1/80 B
FORM No. 1001/2—STEVENS NESS LAW PUB. CO., PORTLAND, ORE.

July 11, 1985

Mr. Dick Divine
Schoube, Marvin & Furniss
Attorneys at Law
204 Willamette Park Plaze
6420 S.W. Macadam Avenue
Portland, Oregon 97201

Re: Sandau v. Port of Nehalem v. State of Oregon, et al
Tillamook County Circuit Court Case No. 22-736

Dear Dick:

Upon my return from military duty, I received your letter of June 24, 1985. I have placed a call to Mr. Seifer to inquire concerning the status of the matter. In early April, I granted him an extension of twenty days within which to refile against the State. My understanding is that he does not intend to do so. The judge's Order dismissed the indemnity and contribution claims as to the State, and I don't believe there is anything left for me to do except possibly to submit a judgment order. Seifer now requires leave of the court if he wishes to plead anew against my clients.

Because a party may choose to stand upon his pleadings as to remaininig parties and claims and need not avail himself of an opportunity to replead, Seifer's Complaint remains. I believe that it would be appropriate for you to take action against the Complaint. The time to file Rule 21 motions has expired. However, you might capitalize upon the Rule 21 motions that I filed with a summary judgment motion of your own. The claims against Wilsey & Hamm are based upon the same contribution and indemnity theories that plaintiff pled against the State. Since the court has ruled that those theories are legally insufficient to support the pleadings when challenged by demurer (Rule 21 motions to dismiss), I believe that a motion for summary judgment would receive a favorable audience with Judge Mayer.

Very truly yours,

William F. Cloran
Assistant Attorney General

WFC/jep

L. M. SCHOUBOE
JAMES H. MARVIN
ANTHONY W. FURNISS
DOUGLAS C. FARRELL
GLEN S. SHEARER
RICHARD H. DIVINE
GREGORY J. LEINEWEBER

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ATTORNEYS AT LAW
204 WILLAMETTE PARK PLAZA
6420 S. W. MACADAM AVENUE
PORTLAND, OREGON 97201

AREA CODE 503
TELEPHONE 246-7966

June 24, 1985

Mr. William F. Cloran
Assistant Attorney General
Oregon Department of Justice
Justice Building
Salem, Oregon 97204

Re: Sandau v. Port of Nehalem v. State of Oregon, et al, Tillamook County
Case No. 22-736

Dear Bill:

I have tried to reach you by phone but found that you were out, playing lawyer in the military, until July 1, 1985. Therefore, I am resorting to the written word so that you have this upon your return.

I am growing quite anxious over the continued passage of time in this matter without any action on the part of the third-party plaintiff. I have written several letters to Attorney Seifer in an attempt to prod him along, to no avail. I would like to move this case along, but find my client in the position of having no good way to do that because of the current status of the pleadings. You successfully moved against the third-party complaint, and Mr. Seifer has owed an amended third-party complaint ever since. If I am not mistaken, approximately four months have passed since that time without any action on his part. For that reason, it is highly likely that I would be wasting my time to file Rule 21 or Summary Judgment motions.

Because an amended third-party complaint is owed to you, may I suggest that you file a motion to dismiss for want of prosecution in order to force Mr. Seifer to take some action. If you would like I would be happy to join in such a motion at your request.

Please let me hear your thoughts in this matter at your earliest convenience after your return to the office.

Very truly yours,

SCHOUBOE, MARVIN & FURNISS

Richard H. Divine

RHD/jf

Ron Kelm
Risk Management

April 8, 1985

William F. Cloran
Assistant Attorney General

Sandau v. Port of Nehalem
L12146

In response to your letter of March 22, 1985, please be advised as follows:

1. Claims for indemnity not based upon specific contractual provisions are deemed by the Oregon Supreme Court to fall into the coverage of the Oregon Tort Claims Act.

2. All claims for contribution are tort claims by definition. See ORS 18.440(1).

Of the claims of third party plaintiff Port of Nehalem against the State of Oregon, claims 1, 2 and 3 were common law indemnity claims falling within the Tort Claims Act. Claims 4, 5 and 6 were straight tort contribution claims. Risk Management coverage for public bodies is supposed to be coextensive with breach of ORS Chapter 30. You are, therefore, responsible for the costs of defense of this matter.

WFC/jep

VICTOR ATIYEH
GOVERNOR

Department of General Services

RISK MANAGEMENT DIVISION

1225 FERRY ST., SE, SALEM, OREGON 97310

March 22, 1985

TO: William F. Cloran, Assistant Attorney General
Trial Division, Department of Justice

FROM: Ron Kelm,
Risk Management Division RGK

SUBJECT: Sandau vs. Port of Nehalem vs. State of Oregon
Claim Number: L12146

I have reviewed your February 25, 1985 report and attachments.

A review of the complaint reveals that the sixth claim for relief raises tort issues to which the tort fund apparently has a duty to respond. However, it is clear in reviewing the entire complaint, as well as the companion file (L12298, our insured Port of Nehalem), that the underlying issue is a breach of contract/agreement. On that basis, we feel that the Highway Division should be a major contributor to the cost in defending this lawsuit.

Your comprehensive narrative report is mute on the tort contract issue and the proration of defense expense. It appears from our printout that the entire cost of defending this suit has been charged to the tort fund.

Would you please submit a written report to this Division covering the tort contract issue, as well as your views on the tort liability fund's responsibility to pay all or a portion of the expenses in defending this suit.

I thank you for your attention to this matter.

RK:cn
5102H

PS. PLEASE BILL 125-073 L12146 YOU HAVE BEEN BILLING 125-074 L12298.

RGK

1982 Nehalem R. Br. Sec., Ore. 9469
Coast Hwy. SANDAU DREDGING VS.
PORT OF NEHALEM #2

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiff, v. THE PORT OF NEHALEM, Defendant-Third Party Plaintiff, v. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation, Third Party Defendants.	No. 22-736 THIRD-PARTY DEFENDANT'S MOTIONS TO DISMISS, TO STRIKE, AND TO RENDER MORE DEFINITE AND CERTAIN

Comes now third-party defendant State of Oregon and moves the court for its orders as follows:

1. For an order pursuant to ORCP Rule 54B(1) dismissing the third-party plaintiff's first claim for relief against this defendant for failure to follow the orders of the court entered on March 20, 1985 concerning the time in which to replead against this defendant.

2. For an order purusant to ORCP Rule 21A(8) dismissing the third-party plaintiff's first claim for relief against this defendant for failure to state a claim for which relief can be granted.

3. For an order pursuant to ORCP Rule 23A dismissing third-party plaintiff's first claim for relief against this defendant for failure to secure leave of the court prior to

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PHONE 378-4400

☐ Tax Court
☐ Supreme Court
☑ Circuit Court
☐ District Court
☐ U.S. District Court

Re: Sandoval
v. Port of Nehalem v. State
Case No. 22-736
Our File No.
Third-Party Defendant's Motions to Dismiss, to Strike, to Render More Definite & Certain/Memorandum/Exhibits
(Title of Document)

☐ Signed _____, 19__
☒ Filed 9-23, 19 85
By Judge _____

Nicki Steele
(Clerk's Sig.)

SP*58288-137

DEPARTMENT OF JUSTICE
100 Justice Building
Salem, Oregon 97310

ATTN: Bill Claren

filing such claim.

4. For an order dismissing third-party plaintiff's first claim for relief against this defendant as a claim not properly subject of a third-party complaint in the action between plaintiff in the principal action and defendant third-party plaintiff. ORCP Rules 22C, 28, and 29.

5. For an order dismissing third-party plaintiff's first claim for relief pursuant to ORCP Rules 16 and 21A(8) for failure to state claims separately in that third-party plaintiff has comingled elements of claims for breach of contract with claims for indemnity. In the alternative, third-party defendant moves to strike paragraph IV of third-party plaintiff's Amended Third Party Complaint pursuant to ORCP Rules 16, 18, and 21E, for the reason that third-party plaintiff has failed to state its claims separately.

6. For an order striking paragraph V of third-party plaintiff's amended complaint pursuant to ORCP Rule 21E as frivolous and irrelevant. Summary statements that plaintiff has pled all allegations necessary to maintain an action lend nothing to the pleading.

7. For an order pursuant to ORCP 21D requiring third-party plaintiff to render paragraph III of its amended complaint more definite and certain pursuant to ORCP Rules 18A and 21D by identifying with specificity the "cooperative agreement" referred to at page 1, line 26, and by stating whether or not the agreement is oral or written and whether it is alleged to be a

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contract between the parties. Further, third-party defendant moves the third-party be required to identify with certainty the "plans and specifications" referred to at page 2, line 3 of its amended complaint by identifying them with specificity and by stating who is alleged to have prepared them. Third-party defendant moves that third-party plaintiff be ordered to render its complaint more definite and certain by identifying with specificity the "certain payments" to be made alleged at page 2, line 4, and the expenses to be reimbursed alleged at page 2, lines 4 and 5.

8. For an order requiring third-party plaintiff to render paragraph IV of its amended complaint more definite and certain pursuant to ORCP Rules 18A and 21D by identifying with specificity the amounts which plaintiff claims are unpaid under the alleged "cooperative agreement" at page 2, lines 10 and 11 of the amended complaint, and by setting out the times, date, and manner in which demand for payment was made by third-party plaintiff and by stating whether or not third-party defendant refused such demand. Further, third-party defendant moves that third-party plaintiff be required to set forth with specificity those portions of the "cooperative agreement" and to identify with certainty the expenses which it contends entitle it to be reimbursed as set out at page 2, lines 11-15 of the Amended Third Party Complaint.

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The reasons for third-party defendant's motions are more fully set out in the Memorandum of Law attached.

Respectfully submitted,

DAVE FROHNMAYER
Attorney General

William F. Cloran

WILLIAM F. CLORAN OSB# 72050
Assistant Attorney General
Trial Attorney
Of Attorneys for State of Oregon
450 Justice Building
Salem, Oregon 97310
Telephone: 378-6313

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IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiff, v. THE PORT OF NEHALEM, Defendant-Third Party Plaintiff, v. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation, Third Party Defendants.	No. 22-736 MEMORANDUM OF LAW

AS TO PARAGRAPH 1 OF THE MOTION:

On March 20, 1985, the Circuit Court of the State of Oregon for Tillamook County entered an Order in the case at bar dismissing all claims then pending against third-party defendant, State of Oregon, ex rel Department of Transportation, Highway Division (Exhibit A). In that Order, the court granted the third-party plaintiff 30 days within which to plead further (the normal allowance is 10 days, ORCP Rule 15B). The pleading, if one was to be filed, was due under the court's Order by April 22, 1985 (April 21, 1985 being a Sunday).

During the period from April 8, 1985 to April 18, 1985, counsel for third-party plaintiff and counsel for this third-party defendant were engaged in a protracted trial in Multnomah County. During those proceedings, counsel for the Port

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requested that counsel for the State agree to allow an additional period in which to file an amended third-party complaint. An agreement of an additional period of 20 days was reached and was memorialized in a letter dated April 15, 1985 (Exhibit B). The State's agreement to forbear objection to an amended pleading extended to May 13, 1985. Since April 15, 1985, the Port has not approached the State or the court with a request to extend the time to plead over against the State. The months of April, May, June, July, and August have passed with the Port remaining inert. See affidavit of counsel, Exhibit C. Now in early September, the Port seeks to reinstate its case against the State by repleading its breach of contract claims without leave of the court or of the State in violation of the court's Order.

ORCP Rule 54B(1) provides that a motion to dismiss will lie for failure to follow an order of the court. ORCP Rule 54B(1) has its antecedents in FRCP Rule 41B, the relevant parts of which are identical. The federal courts have repeatedly dismissed actions for failure of the plaintiff to meet court-imposed deadlines for filing of pleadings or discovery. Most recently in Rabb v. Amatex, CA 4, No. 84-1993, Phillips, J. ___ F2d ___ (1985), a plaintiff's case was dismissed for failure to meet court-ordered discovery deadlines. Similar results were upheld in Braxton v. Bi-State Development Agency, 928 F2d 1105, 1108 (CA 8 1984); Chiva v. Lockheed Aircraft Corp., 634 F2d 664, 665 (CA 2 1980); Martin-Trigona v. Morris, 627 F2d 680, 682 (CA 5 1980); and in Tolbert v. Leighton, 623 F2d 585 (CA 9 1980).

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Admittedly, such sanctions ought not to be imposed for minor derelictions. Ramsey v. Signal Delivery Serv. Inc., 631 F2d 1211, 1214 (CA 5 1980).

In the case at bar, third-party plaintiff has been repeatedly dilatory and its delays have caused this defendant actual prejudice through loss of the testimony and assistance of H. Scott Coulter, former Oregon State Highway Engineer, who died on August 17, 1985. Mr. Coulter executed what the State believes to be the "cooperative agreement" on behalf of the State. (Exhibit C, Exhibit D)

Some examples of third-party plaintiff's repeated procrastination and rules violations are as follows:

1. The principal action was filed on or about April 22, 1983. Third-party plaintiff failed to serve this third-party defendant until October 30, 1984, well over a year after the Complaint in the principal action was filed.

2. Third-party plaintiff failed to obtain leave of the court in advance of filing its initial Third Party Complaint as required by ORCP Rule 22C. The court granted third-party defendant's prior Motion to Dismiss advanced on that ground.

3. Third-party plaintiff delayed over four months from the deadline set by the court for refiling and three months from the forbearance period extended by third-party defendant.

4. Third-party plaintiff has again filed without first requesting leave of the court to do so as required by ORCP Rules 22C and 23A, although the second paragraph of its counsel's

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letter of September 9, 1985 clearly recognizes the requirement to do so. (Exhibit E)

Judge Irving Kaufman of the Second Circuit Court of Appeals introduces his lucid opinion in Chiva v. Lockheed Aircraft Corp., cited above, with a forceful description of the reasons supporting FRCP Rule 41(b) which applies equally to ORCP Rule 54b(1). Third-party plaintiff's complaint against this defendant ought to be dismissed.

AS TO PARAGRAPH 2 OF THE MOTION:

Third-party plaintiff styles its First Claim for Relief a claim for breach of contract. An examination of the pleading, however, shows that its true nature is a claim for indemnity under a contract. See paragraph IV and page 4 lines 11 to 15 of the Amended Third Party Complaint. Third-party plaintiff does not allege that it presently has any obligation to plaintiff in the principal action; instead, it alleges that if the Port is liable, this defendant ought to bear all or part of the cost.

An examination of the pleadings in the principal action shows that one Sandau Dredging Inc. has sued third-party plaintiff under a dredging contract alleging inter alia that the Port misrepresented the material to be dredged and that it failed to compensate the dredging company under that contract for the material that was dredged. Nowhere is it alleged that this third-party defendant was a party to the dredging contract. The failures alleged are alleged failures of the Port. Plaintiff alleges, in effect, that the State has contracted to assume a

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debt of the Port created through the Port's failure to carry out its contract. An agreement to assume a contingent liability of the Port on its face would violate Article XI section 8 of the Constitution of Oregon which provides:

> "The State shall never assume the debts of any county, town or other corporation whatever, unless such debts shall have been created to repel invasion, suppress insurrection, or defend the State in war."

Article IV section 24 of the Constitution of Oregon further provides that no suit may be maintained against the State except as provided for by general law. Absent an amendment to the constitution, the legislature is powerless to pass a law authorizing the State to assume the Port's debt to Sandau. Neither ORS 30.320 nor any other provision of law can be read to authorize such a suit. Moreover, ORS 30.320 is strictly limited to those obligations within the authority of the State's contracting agency. No state agency has it within its authority to violate Article XI section 8 of the Constitution.

All of these defects are apparent from the face of the complaint. ORS 777.010 firmly establishes the third-party plaintiff's status as a municipal corporation. Amended Third Party Complaint, paragraph I. The third-party defendant is clearly identified as the State of Oregon. Amended Third Party Complaint, paragraph II. The nature of the alleged agreement as one to answer for a debt of the corporation is clearly set out at Amended Third Party Complaint paragraph IV and at page 4, lines

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11 to 15. Plaintiff has failed to state a claim upon which relief can be granted.

In the event that third-party plaintiff claims that the contract is one other than one for indemnity, its claim is premature. City of Reedsport v. Hubbard, 202 Or 370, 274 P2d 248 (1954). That damage will be incurred at all is speculative. See Douglas Const. v. Mazama Timber Products, Inc., 256 Or 107, 471 P2d 768 (1970). The occurrence of damage is an essential element of third-party plaintiff's claim, and a pleading that shows upon its face that not only the amount but also the fact of damage is speculative fails to state a claim. ORCP Rule 18B requires that plaintiff set out its damages with specificity; third-party plaintiff has failed to do so.

Finally, third-party plaintiff has failed to plead sufficient ultimate facts to make out a claim for relief. To plead a claim for breach of contract, ORCP Rule 18A requires that a plaintiff plead the existence of a contract between the parties, the terms of agreement, the manner of the alleged violation of them, and that the claiming party has performed all obligations precedent to the defendant's duty to perform. The matters must be pled with sufficient specificity that the court can determine the nature of the breach from the face of the complaint. Oder v. Watt, 107 Or 600, 214 P 591 (1923). In the case at bar, Third Party Plaintiff's Amended Complaint shows upon its face that third-party plaintiff admits no liability on any basis to plaintiff in the principal action and has not yet become

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indebted. There is no pleading that can fairly be construed to allege any present duty of this third-party defendant to pay any sum under the "cooperative agreement" not already paid. See page 4, lines 11 to 15 of the Amended Third Party Complaint. More importantly, the pleading does not allege ultimate facts under which such an obligation might arise. Under such circumstances, third-party plaintiff has failed to state a claim and its complaint as to this defendant ought to be dismissed.

AS TO PARAGRAPH 3 OF THE MOTION:

ORCP Rule 23A requires that a party wishing to file an amended pleading be allowed to do so only with leave of the court unless certain conditions are met. On March 20, 1985, this court required third-party plaintiff to file its amended complaint within 30 days. Leave of the court is now required to replead against this third-party defendant and has not been granted.

AS TO PARAGRAPH 4 OF THE MOTION:

ORCP Rule 22C allows a third-party claim to be filed and pursued only against a person not a party to the action who is or may be liable to the third-party plaintiff for all or part of the plaintiff's claim against the third-party plaintiff. The Third Party Complaint filed in the captioned matter shows upon its face that two agreements are at issue. They are a dredging contract between the Port and Sandau, and a "cooperative agreement" between the Port and the State. There is no allegation that the State is liable to the plaintiff in the principal action. Nor is there any allegation that the State drafted the allegedly

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defective dredging contract documents of which Sandau complains in the principal action. There is no claim that the State failed to correctly mesure the embankment placed by the Port or its agents under the cooperative agreement. In short, the Amended Third Party Complaint is bereft of any allegation that this third-party defendant is liable to the Port for all or part of Sandau's claims against the Port. A different contractual instrument is at issue. Third-party plaintiff confuses the fact that it may or may not be entitled to additional money under the cooperative agreement with whether or not this third-party defendant would be liable to it for Sandau's claims.

AS TO PARAGRAPH 5 OF THE MOTION:

Paragraph IV of the Amended Third Party Complaint at lines 7 to 11 appears to plead some elements of a claim for breach of contract for failure to pay money presently due and owing. Lines 11 to 15 of the same paragraph appear to attempt to plead a claim for indemnity. A claim for specific performance of a contract of indemnity and a claim for breach of contract are separate claims which must be separately pleaded. ORCP rule 16B. Merrill, Oregon Rules of Civil Procedure: 1984 Handbook page 37. Also see Fulton Ins. Co. v. White Motor Corp., 261 Or 206, 493 P2d 138 (1973) (elements of indemnity) contrast Oder v. Watt, 107 Or 600, 214 P 591 (1923). Since third-party plaitiff's pleading style makes it difficult to determine which claim is intended and since elements of both claims are missing (e.g., performance of conditions precedent and damage as to breach of contract, and

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common duty or obligation as to indemnity), the claims should be dismissed. ORCP Rules 16 and 21A(6).

In the alternative, third-party plaintiff's First Claim for Relief should be stricken. ORCP Rules 16, 18, and 21E.

AS TO PARAGRAPH 6 OF THE MOTION:

ORCP Rule 21E authorizes a motion to strike frivolous or irrelevant pleading. Third-party plaintiff's pleading at paragraph V that it has performed all "allegations" is meaningless. The pleading amounts to nothing more than a re-affirmation of what has gone before and adds nothing to the claim. It is in improper form to act as a verification. The need for verification has been superceded by ORCP Rule 17A in any case. Paragraph V of the Amended Third Party Complaint is subject to a motion to strike. ORCP Rule 21E.

AS TO PARAGRAPH 7 OF THE MOTION:

Paragraph 7 is based upon ORCP Rules 18A and 21D. Third-party defendant is entitled to have third-party plaintiff's allegations in the form of specific allegations of ultimate fact so that it can form a responsive pleading. For example, it must know if the contract is oral or in writing to determine the applicability of the Statute of Frauds. Third-party plaintiff's pleadings are so general that third-party defendant will be forced to respond on the basis of conjecture unless they are clarified.

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AS TO PARAGRAPH 8 OF THE MOTION:

This motion is advanced for the same reasons as third-party defendant's seventh motion above.

Respectfully submitted,

DAVE FROHNMAYER
Attorney General

William F. Cloran

WILLIAM F. CLORAN OSB# 72050
Assistant Attorney General
Trial Attorney
Of Attorneys for State of Oregon
450 Justice Building
Salem, Oregon 97310
Telephone: 378-6313

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IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiff, v. THE PORT OF NEHALEM, Defendant-Third Party Plaintiff, v. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation, Third Party Defendants.	No. 22-736 ORDER

The captioned matter having duly come before the court on the 21st day of January pursuant to Motions to Dismiss, to Strike and to Render More Definite and Certain filed in the captioned matter by third-party defendant State of Oregon ex rel Department of Transportation Highway Division, third-party plaintiff Port of Nehalem being represented by counsel Elizabeth A. Trainor of the firm of Tooze, Kerr, Marshall & Shenker, and third-party defendant being represented by counsel William F. Cloran, Assistant Attorney General, State of Oregon Department of Justice, and the court having considered the Motion and Memoranda filed by the represented parties, and being duly advised in premises rules as follows:

1. Third-party defendants' Motions 1, 2, 5, 10, 14, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 are granted.

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PHONE 378-4400

EXHIBIT A-1

2. Motions 3, 4, 6, 7, 8, 9, 11, 12, 13, 15, 16, 17, 18 and 19 are thereby rendered moot.

Based on the foregoing, it is hereby ordered that plaintiff's First, Second, Third, Fourth, Fifth and Sixth Claims for Relief against defendant State of Oregon ex rel Department of Transportation Highway Division are hereby dismissed.

Plaintiff shall have thirty days from the date of this Order in which to plead further.

SO ORDERED this _____ day of _____, 1985.

_____
Delbert B. Mayer
Circuit Judge

DEPARTMENT OF JUSTICE
JUSTICE BUILDING
SALEM, OREGON 97310
PHONE 378-4400

EXHIBIT A-2

CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of March, 1985, I served a true copy of the within Order which is well founded in law upon the following attorneys, by depositing it in the United States Post Office at Salem, Oregon, postage prepaid, addressed as follows:

Daniel J. Seifer
Kobin & Meyer, P.C.
Attorneys at Law
Suite 800, 610 S.W. Alder Street
Portland, Oregon 97205

Of Attorneys for Defendant and Third-Party Plaintiff
The Port of Nehalem

Joseph A. Yazbeck, Jr.
Allen & Yazbeck
Attorneys at Law
735 S.W. 1st Avenue
Portland, Oregon 97204

Of Attorneys for Plaintiff
Donald Sandau

James H. Marvin
Schouboe, Marvin & Furniss
Suite 204
6420 S.W. Macadam
Portland, Oregon 97201

Of Attorneys for Defendant Wilsey & Ham

Elizabeth A. Trainor
Tooze, Kerr, Marshall & Shenker
Attorneys at Law
333 S.W. Taylor Street
Portland, Oregon 97204

/s/ WILLIAM F. CLORAN

WILLIAM F. CLORAN OSB# 72050
Assistant Attorney General
Of Attorneys for State of Oregon
450 Justice Building
Salem, Oregon 97310
Telephone: 378-6313

jep

EXHIBIT A-3

☐ ~~Tax~~ Court
☐ Supreme Court
☐ ~~Circuit~~ Court
☐ District Court
☐ U.S. District Court

Re: Sanders
v. Port of Nehalem v State of Oregon
Case No. 22-736
Our File No. [illegible]
Order
(Title of Document)

☒ Signed Mar. 20, 19 85
☒ Filed Mar. 20, 19 85
By Judge Delbert Mayer

Mich. Steele
(Clerk's Sig.)

SP-58288-137

EXHIBIT A-4

KOBIN & MEYER, P.C.
ATTORNEYS AT LAW
SUITE 800
610 S. W. ALDER STREET
PORTLAND, OREGON 97205-3688

TELEPHONE 223-1107
AREA CODE 503

NORMAN B. KOBIN
PAUL R. MEYER
CHARLES L. KOBIN
DANIEL J. SEIFER
JOHN SPENCER STEWART
ELIZABETH YEATS
DAVID R. TRACHTENBERG
MICHAEL J. CARO
JAN D. SOKOL
SUSAN G. WHITNEY
RODNEY R. MILLS
ROGER A. LENNEBERG

LEO LEVENSON
OF COUNSEL
(1903-1981)

April 15, 1985

Mr. William F. Cloran
Assistant Attorney General
Dept. of Justice -- Trial Division
450 Justice Bldg.
Salem, Oregon 97310

Re: Sandau v. Port of Nehalem v. State of Oregon, et al, Tillamook County Case No. 22-736

Dear Bill:

This will confirm our conversation, that you have allowed plaintiff an additional 20 days in which to plead further after the court's order on the third-party complaint, and that you will take no order of default without ten days' prior written notice to this office.

I promise you that as soon as you and I get out of this trial, I will endeavor to complete my review of the materials. I will then get in touch with you.

Very truly yours,

KOBIN & MEYER, P.C.

Daniel J. Seifer

cc: Mr. James H. Marvin, Esq.

EXHIBIT B

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiff, v. THE PORT OF NEHALEM, Defendant-Third Party Plaintiff, v. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation, Third Party Defendants.	No. 22-736 AFFIDAVIT IN SUPPORT OF THIRD-PARTY DEFENDANT STATE OF OREGON'S MOTION TO DISMISS

STATE OF OREGON)
) ss
County of Marion)

The affiant being duly sworn deposes and says:

I, William F. Cloran, am an Assistant Attorney General for the State of Oregon. I am charged with representation of the State in the captioned matter and have previously appeared in that regard before the Circuit Court of the State of Oregon for the County of Tillamook.

In connection with performance of my duties, I have become acquainted with Mr. Daniel Seifer, now of Meyer, Seifer & Stewart and formerly of the firm of Kobin & Meyer, who represents third-party plaintiff Port of Nehalem in the captioned matter.

On or about April 15, 1985, Mr. Seifer and I were engaged in a trial in the Circuit Court of Multnomah County. During the

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SALEM, OREGON 97310
PHONE 378-4400

EXHIBIT C-1

trial, Mr. Seifer brought to my attention that he wished additional time to file an amended pleading in the Sandau v. Port of Nehalem matter. I informed Mr. Seifer that under the circumstances, I was willing to forbear objection to the filing of an amended pleading for an additional period of 20 days after the court's deadline had expired, but that I was unwilling to forbear any further since I anticipated that additional delay might operate to my client's detriment. At that time, I was concerned that Highway Division personnel involved in the case might be transferred or retire and move out of state.

Mr. Seifer confirmed our understanding as to the time for refiling by letter which I requested of him. He has not subsequently approached me concerning forbearance or additional time in which to plead. It was my understanding that he did not intend to replead his case against the State.

On August 4, 1985, Mr. H. Scott Coulter, formerly State Highway Engineer, died suddenly while vacationing in Idaho. Mr. Coulter executed Cooperative Agreement No. 7575 on behalf of the State of Oregon and was primarily responsible for its making and administration. Mr. Coulter would have been a key witness in any dispute between the Port and the State as to the meaning of the Cooperative Agreement and the circumstances surrounding its making. His absence damages the State's ability to defend itself against claims of the Port. Had third-party plaintiff refiled promptly and pursued the matter diligently, it is likely that Mr. Coulter would have been available for trial, or at the very

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PHONE 378-4400

EXHIBIT C-2

least would have had his testimony preserved in the form of a deposition. Third-party plaintiff's delays have caused this defendant to be prejudiced through Mr. Coulter's unavailability.

The affiant says no more.

William F. Cloran

Subscribed and sworn to before me this 18th day of September, 1985.

Notary Public for Oregon
My Commission Expires: 2-20-89

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SALEM, OREGON 97310
PHONE 378-4400

EXHIBIT C-3

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiff, v. THE PORT OF NEHALEM, Defendant-Third Party Plaintiff, v. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation, Third Party Defendants.	No. 22-736 AFFIDAVIT IN SUPPORT OF THIRD-PARTY DEFENDANT STATE OF OREGON'S MOTION TO DISMISS

STATE OF OREGON)
) ss
County of Marion)

The affiant being duly sworn deposes and says:

I, Gerald Wimer, am an employe of the Oregon State Highway Division. I was an employe of the division during the years 1981 and 1982 when I became involved with negotiations surrounding Cooperative Agreement No. 7575, a copy of which is attached.

The original of the Cooperative Agreement was executed by Mr. H. S. (Scott) Coulter who was at the time the Oregon State Highway Engineer. Mr. Coulter was responsible for such agreements and was actively involved in negotiations leading up to them. It was Mr. Coulter's responsibility to inquire into matters personally before signing an agreement and to remain

///

DEPARTMENT OF JUSTICE
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PHONE 378-4400

EXHIBIT D-1

actively involved in its administration thereafter. I know that he did so with regard to Agreeement No. 7575.

Mr. Coulter had final approval authority for such agreements and acted on behalf of the division with regard to Agreement No. 7575.

On August 4, 1985, Mr. Coulter died suddenly while vacationing in Idaho.

The affiant says no more.

Gerald Wimer
Gerald Wimer

Subscribed and sworn to before me this 18th day of September, 1985.

Jean E. Barthes
Notary Public for Oregon
My Commission Expires: 2-20-89

DEPARTMENT OF JUSTICE
JUSTICE BUILDING
SALEM, OREGON 97310
PHONE 378-4400

EXHIBIT D-2

MCH:pf
9/29/81

Misc. Contracts & Agreements
No. 7575

COOPERATIVE AGREEMENT

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, Highway Division, hereinafter referred to as "State"; and the PORT OF NEHALEM, a municipal corporation, acting by and through its Board of Commissioners, hereinafter referred to as "Port".

W I T N E S S E T H

RECITALS

1. For the purpose of furthering the development of a highway system adapted in all particulars to the needs of the people of the State of Oregon and for the promotion of the safe and expeditious flow of traffic, State plans and proposes to construct the Nehalem River Bridge Section of the Oregon Coast Highway, State Primary Highway No. 9, in Tillamook County, Oregon.

2. Port has deemed it necessary and desirable to conduct dredging operations in the Nehalem River in order to provide for community recreational safety, commercial traffic and flood control; and State and Port have determined that certain rights-of-way in the vicinity, which is controlled by State, would serve as a suitable, approved spoils area for dredged material.

3. By the authority granted in ORS 366.770 and 366.775, State and Port may enter into agreements for the construction, reconstruction, improvement, repair or maintenance of any road, highway, street or bridge with the allocation of costs on terms mutually agreeable to the contracting parties.

NOW, THEREFORE, the premises being in general as stated in the foregoing RECITALS, and in consideration of the mutual obligations contained herein, and of the benefits which will accrue to State and Port, the parties hereto pledge complete cooperation, each with the other, in order to accomplish effectively those things set forth and agreed to in this agreement.

STATE OBLIGATIONS

1. State hereby grants Port the right to enter into and occupy State highway rights-of-way, for the period beginning October 1, 1981 and ending March 1, 1982, for the purpose of placing dredged materials as embankment in place.

EXHIBIT D-3

2. State shall establish right-of-way limits, lines and grades for the placement of material, and furnish Port with plans, profiles and quantity estimates for embankment in place. State and Port staff engineers shall mutually determine side slopes of the embankment material to be placed as directed by State.

3. State shall review and approve all work schedules, specifications and plans for temporary direction and protection of traffic prior to any work proceeding by Port, its agents or contractors.

4. State shall require that all work performed under this agreement, including site preparation, drainage facilities, material handling and embankment material in place, shall be in strict conformance with the contract plans and specifications, a copy of which shall be attached hereto and become a part hereof, and in substantial compliance with applicable provisions of any contracts entered into by Port. Payment for embankment material in place shall be on the basis of measurement of original ground elevations prior to the placement of any embankment material and final remeasure of embankment material in place. Measurement and payment for embankment material in place will be made on a monthly basis.

5. State reserves the right to enter or occupy any part of the premises at any time to perform acts necessary or proper in connection with highway construction, maintenance or operation, and for the purpose of inspection to determine Port compliance with the terms of this agreement, and for purposes deemed to be in the public interest.

6. State agrees that it will not make any claims against Port for any damage or injury to any property of State or any unauthorized person on state highway rights-of-way.

7. Final payment of any balance due Port will be made promptly after completion of the work and its acceptable by State. State may audit Port's records prior to payment of the final billing.

PORT OBLIGATIONS

1. Port shall forward to State, through the Region 2 Engineer, all work schedules, specifications, contract documents and plans for the temporary direction and protection of traffic for State review and approval prior to proceeding with any work (or prior to advertisement for bid proposals).

2. Port shall assume responsibility for rerouting or detouring of traffic during the time period of this agreement, and shall furnish, install and maintain all signs, signals, lights, barriers, etc., at its sole cost and no expense to State.

3. Port shall furnish and install the necessary dredging facilities and place all embankment material within the right-of-way boundaries to lines and grades established by State. Embankment material shall be placed in accordance with limitations of the equipment used and with the standard dredging tolerances and practices to the height, width and at the rate required by the plans provided by State. Tolerances of ± one (1) foot are considered normal and acceptable for dredging operations.

EXHIBIT D-4

4. Port shall identify and obtain all required permits and/or releases to utilize, sever, construct, reconstruct, etc., any existing facilities affected by the proposed work to be performed by Port or its contractor.

5. Port shall indemnify and hold State harmless from any claim, suit or action of whatsoever nature for damage to property or injury to or death of any person or persons, resulting from or arising out of Port's use and occupancy of state highway right-of-way.

6. The cost records and accounts pertaining to the work covered by this agreement are to be kept available for inspection by representatives of State for a period of three (3) years after final payment. Copies shall be made available upon request.

GENERAL PROVISIONS

1. State and Port mutually agree and understand that, as a tentative estimate, a maximum of approximately one hundred ten thousand (110,000) cubic yards of embankment material shall be placed as directed by State to a maximum cost to State of $ 3.25 AE per cubic yard. Actual total embankment quantities shall be determined by the cross-section remeasure method specified in Paragraph 4 under State Obligations. State shall reimburse Port for actual costs incurred for engineering, attorney and secretarial services plus the actual cost of ditch excavation, embankment in place, erosion control, and seeding and mulching required by the plans. Port shall obtain State concurrence with bid proposals prior to award of a contract.

2. State and Port also mutually agree and understand that the time period of this agreement shall be October 1, 1981 through March 1, 1982. This agreement may be terminated by either party at any time if, for any reason, no meaningful work is accomplished for a period of 30 calendar days after December 1, 1981 or work has not been initiated by January 1, 1982, or upon giving thirty days written notice to the other party. The agreement may also be terminated by either party upon giving ten days written notice to the other party for failure to comply with any provisions of this agreement.

EXHIBIT D-5

3. The parties hereto agree that during the time period of this agreement it may, from time to time, become necessary or convenient to mail certain notifications to the parties. Such notifications shall be mailed via Registered or Certified Mail to the laision persons listed below:

C. O. Fredrickson, Region Engineer
Oregon State Highway Division
2960 E. State Street
Salem, Oregon 97310

Andrew Laglor, President
The Port of Nehalem
P.O. Box G
Manzanita, Oregon 97130

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

This project (Nehalem River Bridge Section) was approved by the Oregon Transportation Commission on May 20, 1980 as a part of the Six Year Highway Improvement Program (page 19).

This Oregon Transportation Commission, by a duly adopted delegation order, authorized the State Highway Engineer to sign this agreement for and on behalf of the Commission. Said authority is set forth in the Minutes of the Oregon Transportation Commission.

APPROVAL RECOMMENDED

/s/ _____
Region Engineer

STATE OF OREGON, by and through its Department of Transportation, Highway Division

/s/ H. L. Coulter
State Highway Engineer

Date 12-4-81

THE PORT OF NEHALEM, by and through its Commission

By /s/ _____
President

EXHIBIT D-6

MEYER, SEIFER & STEWART, P.C.
ATTORNEYS AT LAW
1000 WILLAMETTE CENTER
121 S. W. SALMON STREET
PORTLAND, OREGON 97204-2986

TELEPHONE 221-0000
AREA CODE 503

PAUL R. MEYER
DANIEL J. SEIFER
JOHN SPENCER STEWART
ELIZABETH YEATS
DAVID R. TRACHTENBERG*
JAN D. SOKOL
MICHAEL J. CARO
SUSAN G. WHITNEY
RODNEY R. MILLS
ROGER A. LENNEBERG*

*ALSO ADMITTED IN WASHINGTON

September 9, 1985

Mr. William Cloran
Assistant Attorney General
Department of Justice - Trial Division
450 Justice Building
Salem, OR 97310

Re: Sandau v. Port of Nehalem v.
State of Oregon

Dear Bill:

As you are aware, Judge Mayer sustained certain motions directed to the Third Party Complaint by Third Party Defendant Wilsey & Ham, Inc., and I have been obliged to replead the Port's third party claims.

You will see that I have also repleaded a claim against the State, under the cooperative agreement. I recognize that Judge Mayer has already determined that the initial Third Party Complaint required leave of court, and I also recognize that this pleading is somewhat untimely given the court's Order on your motions. However, I needed to replead against Wilsey & Ham, and wanted to protect the record on behalf of the Port until you and I had had an opportunity to discuss this matter further.

As I read the cooperative agreement between the State and the Port, the State's maximum contribution to the cost of the project is to be $3.25 per cubic yard, and I assume that this is applicable to the final pay quantities on the Sandau contract, as determined by the State or the court. To this point, a substantially smaller amount has been reimbursed by the State to the Port. Indeed, my client tells me that there are certain expenses which are qualified for reimbursement under the cooperative agreement, but which have not yet been reimbursed. I am attempting to obtain an itemization of the expenses which have been incurred and those which have been reimbursed, and should be in a position to review this with you in the near future.

EXHIBIT E-1

Moreover, it appears to me from reading the cooperative agreement and the files that any recovery by Sandau against the Port, on whatever theory, would be eligible for reimbursement, at least to the maximum provided in the cooperative agreement. You indicated that this had been discussed previously, and I would like to explore this avenue with you in more detail in the near future.

Finally, we both feel that Sandau's second claim, for additional quantities of materials beyond that for which he has been paid, seems rather weak under his contract, but that the State might be willing to enter into an amendment to the cooperative agreement, to permit the Port to be entitled to reimbursement for any additional quantities which Sandau is able to prove. Since the State was responsible for all quantity measurements and calculations, such an agreement seems fair, and my clients are anxious to pursue that possibility.

I am hopeful that you and I will be able to meet in the near future to explore the possibilities of an amicable accounting of our clients' respective positions under the cooperative agreement, including an express understanding of how the cooperative agreement may be applicable to the pending litigation. In such an event, we would be able to dismiss any claims against the State, and concentrate our efforts where they belong.

Thank you for your continuing cooperation and assistance.

Very truly yours,

MEYER, SEIFER & STEWART, P.C.

Daniel J. Seifer

EXHIBIT E-2

JUDGES
THOMAS E. EDISON, ASTORIA, OREGON
PRESIDING JUDGE
DELBERT B. MAYER, TILLAMOOK, OREGON
JOHN F. HUNNICUTT, ST. HELENS, OREGON
JAMES A. MASON, ST. HELENS, OREGON

Circuit Court of Oregon

Clatsop, Columbia, Tillamook Counties
NINETEENTH JUDICIAL DISTRICT
TILLAMOOK, OREGON 97141

March 11, 1985

William F. Cloran
Assistant Attorney General
Department of Justice
450 Justice Building
Salem, OR 97310

Elizabeth A. Trainor
Tooze, Kerr, Marshall & Shenker
Attorneys at Law
333 S.W. Taylor Street
Portland, OR 97204

Re: Sandau v. Port of Nehalem v. State of Oregon
Tillamook County Case #22-736

At the time of oral argument of the motions of third-party defendant State of Oregon, the Court allowed motion #1 and motions #20 through #30.

The Court's decisions regarding the motions taken under advisement are as follows:

1) Motions #2, #5, #10 and #14 are allowed.

2) I believe that the remaining motions are rendered moot by reason of allowing the motions noted above.

It is the Court's understanding that it is intended that a new attorney substituted for the Port of Nehalem.

To the extent that the Port of Nehalem wishes to plead further, it may have an additional thirty days within which to do so. It is requested that Mr. Cloran prepare an appropriate form of order.

Very truly yours,

DELBERT B. MAYER
Circuit Judge

cc: Joseph A. Yazbeck, Jr.
Allen & Yazbeck
735 S.W. First Avenue
Portland, OR 97204

cc: Daniel J. Siefer
Kobin & Meyer, P.C.
610 S.W. Alder
Portland, OR 97205

EXHIBIT F

IN THE CIRCUIT FOUR OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiff, v. THE PORT OF NEHALEM, Defendant.	No. COMPLAINT (Breach of Contract)

FIRST CLAIM FOR RELIEF

Plaintiff alleges:

I.

Donald Sandau is a dredging contractor doing business in the State of Oregon under the assumed business name of Sandau Dredging. The Port of Nehalem is a port organized pursuant to ORS 777.101, et. seq.

II.

On approximately December 5, 1981, Sandau entered into a contract with the Port of Nehalem to dredge designated portions of the Nehalem River and pump the spoils into an embankment area. At the time that the Invitation for Bids was distributed, the Port also distributed a "Grain-size Distribution" Chart. This chart represented the material which was to be dredged by the successful low bidder.

III.

Sandau, in placing its bid, substantially relied upon the representations contained in the Grain-size Distribution

A TRUE COPY
Attorneys for

ALLEN & YAZBECK
ATTORNEYS AT LAW
735 S.W. 1ST AVE
PORTLAND OREGON 97204
503 224 2147

EXHIBIT G-1

EXHIBIT "A".

Chart.

IV.

When Sandau mobilized and began to perform work on the project, Sandau discovered that the material, which it was dredging, was substantially more granular than was represented in the "Grain-size Distribution" Chart.

V.

As a direct result of the fact that Sandau encountered this material differing substantially from what was represented by the Port in the Grain-size Distribution Chart, Sandau's production was substantially less than Sandau calculated in his original bid.

VI.

Sandau thus expended substantially more time and labor in dredging the required amount of materials than would have been necessary if the materials had been as represented.

VII.

SECOND CLAIM FOR RELIEF

Plaintiff realleges paragraphs I and II.

IX.

The contract between Sandau and the Port of Nehalem was a unit-price contract pursuant to which Sandau was paid a specified price per cubic yard for each yard placed in an embankment.

X.

The contract required that the embankment be measured

ALLEN & YAZBECK
ATTORNEYS AT LAW
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PORTLAND, OREGON 97204
503 224 2147

EXHIBIT G-2

"in place" by survey.

XI.

The Port of Nehalem failed to pay Sandau for the total number of cubic yards placed in the embankment.

XII.

Sandau is owed an additional $29,135.00 for material placed in the embankment for which the Port of Nehalem did not pay Sandau.

WHEREFORE, Sandau prays for judgment as follows:

1. $203,871.41 on its FIRST CLAIM FOR RELIEF;

2. $29,135.00 on its SECOND CLAIM FOR RELIEF, with interest pursuant to Oregon Revised Statute 279.575.

ALLEN & YAZBECK

JOSEPH A. YAZBECK, JR.

By_____
JOSEPH A. YAZBECK, JR., OSB# 77400
Of Attorneys for Plaintiff

ALLEN & YAZBECK
ATTORNEYS AT LAW
735 S.W. 1ST AVE
PORTLAND, OREGON 97204
503 224 2147

EXHIBIT G-3

Certified a true and correct copy of the original.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING,

Plaintiffs,

v.

THE PORT OF NEHALEM,

Defendant-Third Party Plaintiff,

v.

STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation,

Third Party Defendants.

No. 22-736

AMENDED THIRD PARTY COMPLAINT (Breach of Contract; Negligence)

Defendant-Third Party Plaintiff The Port of Nehalem (hereinafter "Port") alleges:

FIRST CLAIM FOR RELIEF

I

At all times material herein, Port was a port organized under the provisions of ORS 777.101, et seq.

II

At all times material herein, Third Party Defendant State of Oregon, acting by and through its Department of Transportation, Highway Division (hereinafter "State"), was a public body subject to suit under the provisions of ORS 30.310, et seq.

III

On about December 4, 1981, Port and State entered into a cooperative agreement under the terms of which the Port

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ATTORNEYS AT LAW
1000 WILLAMETTE CENTER
121 S. W. SALMON STREET
PORTLAND, OREGON 97204-2986
503) 22 -4720

agreed to undertake a project involving certain dredging and the construction of embankment for a roadway bridge across the Nehalem River pursuant to plans and specifications, and the State agreed to make certain payments to Port in reimbursement of Port's expenses.

IV

[Pursuant to the cooperative agreement above alleged, the Port entered into a construction contract with Plaintiff. Port has incurred certain expenses and State has made certain reimbursements, but there remains due and owing from State to Port reimbursement for other and additional expenses. In the event that Port is determined to have any liability to Plaintiff on Plaintiff's claims, the cooperative agreement above alleged provides that State will make further reimbursements or partial reimbursement thereof to Port.]

V

[Port has performed all the allegations on its part to be performed pursuant to the cooperative agreement above alleged.]

SECOND CLAIM FOR RELIEF

VI

At all times material herein, Third Party Defendant Wilsey & Ham, Inc. was a California corporation transacting engineering business in the state of Oregon.

/////

MEYER, SEIFER & STEWART
ATTORNEYS AT LAW
1000 WILLAMETTE CENTER
2 S W SALMON STREET
PORTLAND OREGON 97204-2986

VII

Prior to 1981, Wilsey & Ham, Inc. was engaged by Tillamook County to study, evaluate and report upon certain engineering matters involving the dredging of waterways and the disposal of dredge materials. As a part of said engagement, Wilsey & Ham, Inc. specifically was engaged to test and report upon the nature of riverbed materials in the Nehalem River in the vicinity of a state highway bridge. At the time that it was so engaged and thereafter, Wilsey & Ham, Inc. knew that the purposes of such testing and reporting included a contemplated construction contract involving the dredging and embankment construction giving rise to Plaintiff's alleged claims herein.

VIII

Plaintiff in his Complaint herein has alleged that the report prepared by Wilsey & Ham, Inc. of its testing of the materials above described misrepresented the riverbed materials at the point in question, and that the materials actually encountered were different than represented in the report of Wilsey & Ham, Inc. In the event that it is determined that the report prepared by Wilsey & Ham, Inc. misrepresented the riverbed materials in the area as above alleged, then Wilsey & Ham, Inc. was negligent in one or more of the following particulars:

A. in failing properly to sample and test riverbed materials in the area of the intended project; and

MEYER, SEIFER & STEWART
ATTORNEYS AT LAW
1000 WILLAMETTE CENTER
121 S.W. SALMON STREET
PORTLAND, OREGON 97204-2988

B. in failing accurately to report the nature of riverbed materials in the area of the contemplated project.

IX

In the event that Plaintiff is determined to be entitled to a recovery on its first claim herein, then Port will have been damaged by the negligence of Wilsey & Ham, Inc., as above alleged, in the amount of any such recovery, together with Port's attorneys' fees, costs and expenses herein.

WHEREFORE, Defendant-Third Party Plaintiff The Port of Nehalem demands judgment against Third Party Defendants, and each of them, in the amount of any judgment to which Plaintiff may be determined to be entitled, together with its costs and disbursements incurred herein.

MEYER, SEIFER & STEWART, P.C.

By _____
Daniel J. Seifer, OSB #69156
Of Attorneys for Defendant-
Third Party Plaintiff

MEYER, SEIFER & STEWART
ATTORNEYS AT LAW
1000 WILLAMETTE CENTER
2 S W SALMON STREET
PORTLAND OREGON 97204-2986

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of September, 1985, I served a true copy of the within Third-Party Defendant's Motions to Dismiss, To Strike, and To Render More Definite and Certain which is well founded in law upon the following attorneys, by depositing it in the United States Post Office at Salem, Oregon, postage prepaid, addressed as follows:

Daniel J. Seifer
Meyer, Seifer & Stewart
Attorneys at Law
1000 Willamette Center
121 S.W. Salmon Street
Portland, Oregon 97204-2986

Richard H. Divine
Schouboe, Marvin & Furniss
204 Willamette Park Plaza
6420 S.W. Macadam Avenue
Portland, Oregon 97201

Joseph A. Yazbeck, Jr.
Allen & Yazbeck
Attorneys at Law
735 S.W. 1st Avenue
Portland, Oregon 97204

/s/ William F. Cloran

WILLIAM F. CLORAN OSB# 72050
Assistant Attorney General
Of Attorneys for State of Oregon
450 Justice Building
Salem, Oregon 97310
Telephone: 378-6313

DEPARTMENT OF JUSTICE
JUSTICE BUILDING
SALEM, OREGON 97310
PHONE 378-4400

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiff, v. THE PORT OF NEHALEM, Defendant-Third Party Plaintiff, v. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation, Third Party Defendants.	No. 22-736 ORDER

The captioned matter having duly come before the court on the 21st day of January pursuant to Motions to Dismiss, to Strike and to Render More Definite and Certain filed in the captioned matter by third-party defendant State of Oregon ex rel Department of Transportation Highway Division, third-party plaintiff Port of Nehalem being represented by counsel Elizabeth A. Trainor of the firm of Tooze, Kerr, Marshall & Shenker, and third-party defendant being represented by counsel William F. Cloran, Assistant Attorney General, State of Oregon Department of Justice, and the court having considered the Motion and Memoranda filed by the represented parties, and being duly advised in premises rules as follows:

1. Third-party defendants' Motions 1, 2, 5, 10, 14, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 are granted.

DEPARTMENT OF JUSTICE
JUSTICE BUILDING
SALEM, OREGON 97310
PHONE 378-4400

IN THE CIRCUIT COURT OF THE STATE OF OREGON

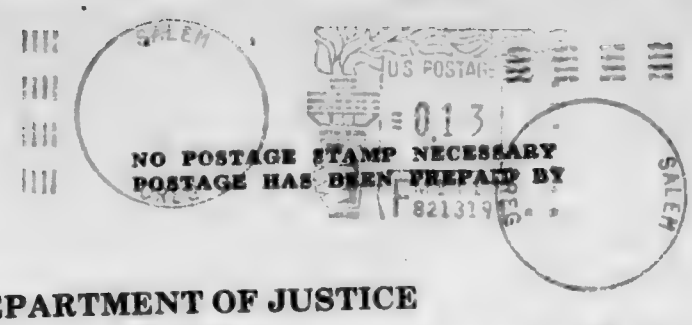
FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiff, v. THE PORT OF NEHALEM, Defendant-Third Party Plaintiff, v. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation, Third Party Defendants.	No. 22-736 ORDER

The captioned matter having duly come before the court on the 21st day of January pursuant to Motions to Dismiss, to Strike and to Render More Definite and Certain filed in the captioned matter by third-party defendant State of Oregon ex rel Department of Transportation Highway Division, third-party plaintiff Port of Nehalem being represented by counsel Elizabeth A. Trainor of the firm of Tooze, Kerr, Marshall & Shenker, and third-party defendant being represented by counsel William F. Cloran, Assistant Attorney General, State of Oregon Department of Justice, and the court having considered the Motion and Memoranda filed by the represented parties, and being duly advised in premises rules as follows:

1. Third-party defendants' Motions 1, 2, 5, 10, 14, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 are granted.

DEPARTMENT OF JUSTICE
JUSTICE BUILDING
SALEM, OREGON 97310
PHONE 378-4400



DEPARTMENT OF JUSTICE
100 Justice Building
Salem, Oregon 97310

ATTN: W Cloran

☐ Tax Court
☐ Supreme Court
☒ Circuit Court
☐ District Court
☐ U.S. District Court

Re: Sandow
v. Port of Nehalem v State of Oregon
Case No. 22-736
Our File No.

Order
(Title of Document)

☒ Signed Mar. 20, 19 85
☒ Filed Mar. 20, 19 85
By Judge Delbert Mayer

Nicki Steele
(Clerk's Sig.)

SP*53280-137

2. Motions 3, 4, 6, 7, 8, 9, 11, 12, 13, 15, 16, 17, 18 and 19 are thereby rendered moot.

Based on the foregoing, it is hereby ordered that plaintiff's First, Second, Third, Fourth, Fifth and Sixth Claims for Relief against defendant State of Oregon ex rel Department of Transportation Highway Division are hereby dismissed.

Plaintiff shall have thirty days from the date of this Order in which to plead further.

SO ORDERED this _____ day of _____, 1985.

_____
Delbert B. Mayer
Circuit Judge

DEPARTMENT OF JUSTICE
JUSTICE BUILDING
SALEM, OREGON 97310
PHONE 378-4400

CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of March, 1985, I served a true copy of the within Order which is well founded in law upon the following attorneys, by depositing it in the United States Post Office at Salem, Oregon, postage prepaid, addressed as follows:

Daniel J. Seifer
Kobin & Meyer, P.C.
Attorneys at Law
Suite 800, 610 S.W. Alder Street
Portland, Oregon 97205

Of Attorneys for Defendant and Third-Party Plaintiff
The Port of Nehalem

Joseph A. Yazbeck, Jr.
Allen & Yazbeck
Attorneys at Law
735 S.W. 1st Avenue
Portland, Oregon 97204

Of Attorneys for Plaintiff
Donald Sandau

James H. Marvin
Schouboe, Marvin & Furniss
Suite 204
6420 S.W. Macadam
Portland, Oregon 97201

Of Attorneys for Defendant Wilsey & Ham

Elizabeth A. Trainor
Tooze, Kerr, Marshall & Shenker
Attorneys at Law
333 S.W. Taylor Street
Portland, Oregon 97204

/s/ WILLIAM F. CLORAN

WILLIAM F. CLORAN OSB# 72050
Assistant Attorney General
Of Attorneys for State of Oregon
450 Justice Building
Salem, Oregon 97310
Telephone: 378-6313

jep

7467

JUDGES
THOMAS E. EDISON, ASTORIA, OREGON
PRESIDING JUDGE
DELBERT B. MAYER, TILLAMOOK, OREGON
JOHN F. HUNNICUTT, ST. HELENS, OREGON
JAMES A. MASON, ST. HELENS, OREGON

Circuit Court of Oregon

Clatsop, Columbia, Tillamook Counties
NINETEENTH JUDICIAL DISTRICT
TILLAMOOK, OREGON 97141

March 11, 1985

William F. Cloran
Assistant Attorney General
Department of Justice
450 Justice Building
Salem, OR 97310

Elizabeth A. Trainor
Tooze, Kerr, Marshall & Shenker
Attorneys at Law
333 S.W. Taylor Street
Portland, OR 97204

Re: Sandau v. Port of Nehalem v. State of Oregon
Tillamook County Case #22-736

At the time of oral argument of the motions of third-party defendant State of Oregon, the Court allowed motion #1 and motions #20 through #30.

The Court's decisions regarding the motions taken under advisement are as follows:

1) Motions #2, #5, #10 and #14 are allowed.

2) I believe that the remaining motions are rendered moot by reason of allowing the motions noted above.

It is the Court's understanding that it is intended that a new attorney substituted for the Port of Nehalem.

To the extent that the Port of Nehalem wishes to plead further, it may have an additional thirty days within which to do so. It is requested that Mr. Cloran prepare an appropriate form of order.

Very truly yours,

DELBERT B. MAYER
Circuit Judge

cc: Joseph A. Yazbeck, Jr.
Allen & Yazbeck
735 S.W. First Avenue
Portland, OR 97204

cc: Daniel J. Siefer
Kobin & Meyer, P.C.
610 S.W. Alder
Portland, OR 97205

JUDGES
THOMAS E. EDISON, ASTORIA, OREGON
PRESIDING JUDGE
DELBERT B. MAYER, TILLAMOOK, OREGON
JOHN F. HUNNICUTT, ST. HELENS, OREGON
JAMES A. MASON, ST. HELENS, OREGON

Circuit Court of Oregon
Clatsop, Columbia, Tillamook Counties
NINETEENTH JUDICIAL DISTRICT
TILLAMOOK, OREGON 97141

March 11, 1985

William F. Cloran
Assistant Attorney General
Department of Justice
Justice Building
Salem, OR 97310

Elizabeth Trainor
Attorney at Law
333 S.W. Taylor Street
Portland, OR 97204

Joseph A. Yazbeck, Jr.
Allen & Yazbeck
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735 S.W. First Avenue
The Strowbridge Building
Portland, OR 97204

James H. Marvin
Schouboe, Marvin & Furniss
Attorneys at Law
204 Willamette Park Plaza
6420 S.W. Macadam Avenue
Portland, OR 97201

Daniel J.Siefer
Kobin & Meyer, P.C.
Attorneys at Law
610 S.W. Alder Street, Suite 800
Portland OR 97205

Re: Sandau v. Port of Nehalem v. State of Oregon, et al
Tillamook County Case #22-736

Trial of this matter which is presently scheduled for October 31, 1985 has been removed from the court docket due to the trial taking more time than alloted at that date.

Trial of this matter is now scheduled for January 16, 1986 beginning at the hour of 9:30 a.m. with a jury. Nine days have been set aside for this matter. The date of trial are as follows:

William F. Cloran
Elizabeth Trainor
Joseph Yazbeck, Jr.
James H. Marvin
Daniel J. Siefer
March 11, 1985

January 16, 1986
January 17, 1986
January 21, 1986
January 22, 1986
January 23, 1986
January 24, 1986
January 28, 1986
January 29, 1986
January 30, 1986

Very truly yours,

Lynette Bettis

LYNETTE BETTIS
Trial Court Clerk

L. M. SCHOUBOE
JAMES H. MARVIN
ANTHONY W. FURNISS
DOUGLAS C. FARRELL
GLEN S. SHEARER
RICHARD H. DIVINE
GREGORY J. LEINEWEBER

SCHOUBOE, MARVIN & FURNISS
ATTORNEYS AT LAW
204 WILLAMETTE PARK PLAZA
6420 S. W. MACADAM AVENUE
PORTLAND, OREGON 97201

AREA CODE 503
TELEPHONE 246-7966

March 4, 1985

Ms. Lynette Bettis
Trial Court Clerk
Tillamook County Circuit Court
Tillamook County Courthouse
201 Laurel Avenue
Tillamook, Oregon 97141

RE: Sandau v. Port of Nehalem v. State of Oregon, et al
Tillamook County Case #22-736

Dear Ms. Bettis:

We are in receipt of your letter of February 28, 1985, regarding this matter. Thank you for your notification that trial of this matter has been removed from the court docket for March 19, 1985.

At present, I do not have any conflicts with the resetting of trial of this matter for October 31, 1985. Please be advised, however, that we request a jury trial of this matter, rather than the trial to the court indicated in your letter. In addition, I have serious reservations about the length of time set aside for trial of this matter. I do not believe that two days will be sufficient given the number of parties and claims, as well as the complexity of some issues. I would estimate that trial will actually take between seven to ten days.

Thank you for your cooperation.

Very truly yours,

SCHOUBOE, MARVIN & FURNISS

James H. Marvin

JHM:sf
cc: Joseph A. Yazbeck, Jr.
cc: Elizabeth Trainor
cc: William F. Cloran
cc: Daniel J. Seifer

#1081

FILED

JUNE WAGNER
COUNTY CLERK
By _____ DEPUTY

RECEIVED
TILLAMOOK County
Board of
Commissioners

77 PAGE 166

CONSULTANT AGREEMENT

THIS AGREEMENT, made and entered into on this 6th day of July, by and between the COUNTY of Tillamook, Oregon, hereinafter called "COUNTY", and the consulting firm of WILSEY & HAM, whose address is 222 S.W. Harrison Street, Portland, Oregon 97201, the location in the State of Oregon at which work will be available for inspection, hereinafter called "CONSULTANT".

W I T N E S S E T H

RECITALS

1. The COUNTY is in the process of completing their comprehensive plan program to achieve compliance with adopted Coastal Goals of the state Land Conservation and Development Commission (Goals 16 through 19 of Statewide Goals and Guidelines).

2. A portion of the COUNTY'S program involves a comprehensive study of the Tillamook and Nehalem Estuaries and the development of a Dredged Materials Disposal Plan to apply to these estuaries.

3. COUNTY does not have sufficient qualified personnel to perform the required work within a reasonable time and deems it advisable and desirable to engage the professional services and assistance of a qualified consulting firm to perform the necessary studies.

4. CONSULTANT has represented, and by entering into this agreement now represents, that he is in full compliance with the statutes of the State of Oregon for registration of professional engineers and that all personnel assigned to the work required under this agreement are fully qualified to perform the work to which they will be assigned in a competent and professional manner.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein below, the parties hereto agree as follows:

This agreement is subject to LCDC project funding through the full grant allocation and shall be retroactive to July 1, 1979, if funded.

1.

rec'd from Tillamook County Council - Wilsey & Ham K.

I. OBJECTIVES AND SCOPE OF WORK

Tillamook County is in the process of a comprehensive plan program to achieve compliance with the adopted Coastal Goals of the State Land Conservation and Development Commission (Goals 16 through 19 of Statewide Goals and Guidelines.) The objective of this scope of work is to undertake a comprehensive study of the Tillamook and Nehalem Estuaries which will result in a Dredged Material Disposal Plan for the estuaries. The plan will establish an information base, needs for disposal sites, identification of appropriate sites, selection of mitigation/restoration sites where needed, and proposals for mitigation or restoration.

The specific scope of work shall include all services and materials necessary to accomplish the work described in Exhibit A. The Dredged Material Disposal Plan must be acceptable to Tillamook County and the State Land Conservation and Development Commission, as well as to the Ports of Tillamook Bay, Bay City, and Nehalem Bay, and the Cities of Garibaldi, Tillamook, Bay City, Wheeler and Nehalem, who are jointly managing it with Tillamook County.

III. FINAL PRODUCT

The final product will be the Dredged Material Disposal Site Selection and Mitigation/Restoration Plan for the Tillamook and Nehalem Estuaries (Herein called Dredge Disposal Plan). The primary focus of the Dredged Disposal Plan will be on the waters and shorelands of the Tillamook Estuary and the Nehalem Estuary, upstream to the extent of tidal influence as defined by LCDC. The Dredged Disposal Plan will outline specific disposal needs and available options, identifying disposal sites which are acceptable to the applicable state and federal agencies.

III. ITEMS TO BE FURNISHED TO CONSULTANT BY COUNTY

1. Appropriate base maps and available aerial photographs of the Tillamook Estuary and the Nehalem Estuary..
2. Existing resource data on file at Tillamook County.
3. Existing planning documents covering the Tillamook Estuary and the Nehalem Estuary.
4. Committee for Citizen Involvement and Estuary Council materials relative to the Tillamook and Nehalem Estuaries.
5. Existing resource data and information relative to dredging and dredge material disposal on file at the Cities of Tillamook, Garibaldi, Bay City, Nehalem and Wheeler, and at the Ports of Tillamook Bay, Bay City, and Nehalem Bay.
6. Consultant shall give written notice within 60 days of any default in this paragraph.

IV. MEETING ATTENDANCE

CONSULTANT will participate in the following meetings during the completion of this contract:

1. CONSULTANT will organize with the County, and participate in three citizen involvement meetings/workshops to be held in the Tillamook County Coastal Zone.

2. CONSULTANT will participate in two public hearings reviewing the Final Dredged Material Disposal Plan. COUNTY will be responsible for scheduling and conducting these public hearings.

3. CONSULTANT will attend meetings of the Project Steering Committee every four to six weeks to discuss work completed and the progress of work yet to be done.

4. CONSULTANT will attend a review meeting with COUNTY and the Project Steering Committee to finalize the proposed study strategies and citizens involvement program.

5. CONSULTANT will attend a review meeting with COUNTY and the Project Steering Committee to review comments on the Preliminary Dredged Material Disposal Plan.

6. CONSULTANT will attend a meeting with COUNTY and the Project Steering Committee to present the recommendations for the Final Dredged Material Disposal Plan.

7. CONSULTANT will conduct at least three (3) Agency Task Force meetings to receive federal and state agency input and review of the plan.

V. DOCUMENTS TO BE FURNISHED BY CONSULTANT

1. Two (2) copies of monthly progress reports to be submitted with the billing invoices to Tillamook County.

2. Fifteen (15) copies of the draft scenarios for the future potential dredging needs for Tillamook Estuary and Nehalem Estuary, as developed by the consultant and the Project Steering Committee, submitted to the Project Steering Committee and the County.

3. Fifteen (15) copies of a draft working paper discussing the projected disposal needs estimates of the Tillamook Estuary and the Nehalem Estuary, submitted to the Project Steering Committee and the County.

4. One (1) copy of the preliminary disposal site elimination process, listing brief descriptions of those sites eliminated including descriptions of locations and reasons for elimination, submitted to the County.

5. Five (5) copies of the preliminary disposal site selection lists, including draft maps and field books to be used during the site field review with the Agency Task Force, submitted to the Project Steering Committee.

6. Fifteen (15) copies of the draft working paper discussing implementation strategies, including a discussion of contacting property owners, to be submitted to the Project Steering Committee and the County.

7. Twenty five (25) copies of the preliminary draft disposal plan to be submitted to the County, the Project Steering Committee, and the Agency Task Force.

8. Seventy five (75) copies of the draft disposal plan to be submitted to the County, the Project Steering Committee, and the Agency Task Force.

9. One hundred and fifty (150) copies of the Final Dredged Material Disposal Plan and Mitigation/Restoration Site Identification for Tillamook Bay and Nehalem Bay, submitted to the County, the Project Steering Committee, and the Agency Task Force.

VI. TIME OF BEGINNING AND COMPLETION

CONSULTANT shall not begin work under the terms of this agreement until * authorized in writing by COUNTY. The time required, in calendar days, for completion of all work under this agreement shall be 270 days following written authorization to proceed. The Draft Dredged Material Disposal Plan shall be submitted within 225 days following written authorization to proceed, with 45 days scheduled for formal reviews and project finalization. Public hearings may begin within this time frame.

Established completion time shall not be extended because of any unwarranted delays contributable to CONSULTANT, but may be extended by COUNTY in the event of a delay attributable to COUNTY or because of unavoidable delays caused by an act of God, governmental actions or conditions beyond the control of CONSULTANT.

Delays attributable to or caused by one of the parties hereto amounting to 60 days or more affecting the completion of the work may be considered a cause of renegotiation or termination of this agreement by either party.

VII. PAYMENT

CONSULTANT shall be paid by COUNTY for completed work and services rendered under this agreement as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work.

A. Payment for work accomplished under the terms of this agreement shall be a lump sum in the total amount of Forty Five Thousand Dollars ($45,000).

B. CONSULTANT shall present bills directly to COUNTY for the cost of work performed under the terms of this agreement. Billing amounts shall be based on nine equal payments of Four Thousand Five Hundred Dollars ($4,500) and a final payment equivalent to ten percent (10%) of the total contract amount or Four Thousand Five Hundred Dollars ($4,500).

C. Final payment as specified in paragraph B above will be made promptly upon its ascertainment and verification by COUNTY after the completion of the work under this agreement and its acceptance by COUNTY and the receipt of the plans, maps, notes, reports and other related documents which are required to be furnished under this agreement.

D. Payment for extra work performed under this agreement shall be paid as agreed to by the parties hereto in writing at the time extra work is authorized.

E. A short narrative progress report shall accompany each voucher for progress payment. The report shall include discussion of any problems and potential causes for delay.

VIII. EMPLOYMENT

CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, COUNTY shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of CONSULTANT, while engaged in the performance of any work or services required by CONSULTANT, under this agreement, shall be considered employees of CONSULTANT only and not of the COUNTY and any and all claims that may arise under the Workmen's Compensation Act on behalf of said employees, while so engaged and any and all claims made by a third party as a consequence of any negligent act or omission on the part of CONSULTANT'S employees, while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsiblity of CONSULTANT.

CONSULTANT shall not engage, on a full or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been at any time during the period of this contract, in the employ of COUNTY, except regularly retired employees, without written consent of the public employer of such person.

If during the time period of this agreement, CONSULTANT finds it necessary to increase his professional, technical or clerical staff as a result of this work, he will actively solicit minorities through his advertisement and interview process.

During the performance of this agreement, CONSULTANT, for itself, its assignees and successors in interest, hereinafter referred to as "CONSULTANT", agrees as follows:

A. Nondiscrimination. CONSULTANT, with regard to the work performed after award and prior to completion of the agreement work, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. CONSULTANT assures that the program will be conducted in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 20000-4) and the requirements imposed by the Regulations of the Department of Commerce (30 Fed. Reg. 305; 15 CFR Part 8) issued pursuant to that Title, applicable and appropriate to this agreement. These assurances are consistent with the executed "Assurances" of the grant application.

B. Officials Not to Benefit. No member of or delegate to Congress or resident Commissioner, shall be admitted to any share or part of this grant or to any benefit that may arise therefrom.

C. Access to Records and Right to Audit. CONSULTANT agrees that COUNTY or any of his/her duly authorized representatives shall, until the expiration of three (3) years after the completion of this agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions related to this agreement. CONSULTANT agrees to include the substance of this paragraph in all subcontracts.

X. TERMINATION OF AGREEMENT

A. The right is reserved by COUNTY to terminate this agreement at any time upon not less than ten (10) days written notice to CONSULTANT.

B. In the event of the death of a member, partner or officer of CONSULTANT, or any of its supervisory personnel assigned to the project, the surviving members of CONSULTANT hereby agree to complete the work under the terms of this agreement, if requested to so do by COUNTY. This section shall not be a bar to renegotiations of this agreement between surviving members of CONSULTANT and COUNTY, if COUNTY so chooses.

C. In the event this agreement is terminated under any of its terms prior to completion of the work, a final payment shall be made to CONSULTANT which, when added to any payments previously made, shall total the same percentage of the amount which would have been due if the work had been fully completed as the work completed at the time of termination bears to the total work required under this agreement.

D. In the event this agreement is terminated prior to completion of the work, the original copies of all plans, prints, drawings, and field notes prepared by CONSULTANT prior to termination shall become the property of COUNTY.

XI. DISPUTES

Any dispute concerning a question of fact in relation to the work not disposed of by agreement between CONSULTANT and COUNTY shall be referred for determination to the Department of Land Conservation and Development, whose decision in the matter shall be final and conclusive on the parties to this agreement.

XII. INDEMNITY

CONSULTANT shall comply with all Federal and local laws and ordinances applicable to the work to be done under this agreement.

CONSULTANT hereby agrees to hold COUNTY harmless from, and shall process and defend at its own expense, all claims, demands or suits at law or equity, of whatever nature brought against those parties arising from CONSULTANT'S performance of the provisions of this agreement. This indemnity provision shall not require the CONSULTANT to defend or indemnify COUNTY against any action based solely on the alleged negligence of COUNTY.

Any and all liability, claim for damages, cost of defense, or expenses to be levied against CONSULTANT will be limited to a sum not to exceed Fifty Thousand Dollars ($50,000) or the amount of its fee, whichever is greater, on account of any injury or damage to persons or property or arising out of any design defect, error, omission, or professional negligence. Further, the COUNTY agrees to notify any contractor or subcontractor who may perform work in connection with or making use of any design, report, or study prepared by CONSULTANT of such limitation of liability and require as a condition precedent to its performing the work a like limitation of liability on their part as against CONSULTANT. In the event a client fails to obtain a like limitation of liability provision as to injury or damage to persons or property, design defects, errors, omissions, or professional negligence, any liability of CONSULTANT and/or COUNTY to such contractor or subcontractor arising out of alleged injury or damage to persons or property, design defects, errors, omissions, or professional negligence shall be allocated between the COUNTY and CONSULTANT in such a manner that the aggregate liability of CONSULTANT shall not exceed Fifty Thousand Dollars ($50,000) or the amount of its fee, whichever is greater.

CONSULTANT shall secure regular Public Liability and Property Damage Insurance Coverage in the amount of $100,000 for death or injury to any one person and $300,000 for death or injury to two or more persons in any one occurrence and $50,000 for property damage in any one occurrence with any aggregate property damage coverage of $100,000 for two or more occurrences from an insurance company authorized to do business in the State of Oregon.

XIII. CERTIFICATION

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written. COUNTY officials have acted in matter pursuant to Ordinance or Resolution No. 10 adopted by its governing body on the 16th day of August, 19 79.

CONSULTANT, by and through its Company Officers

Firm Wilsey & Ham

By _____

By _____

Date July 9, 1979

COUNTY, by and through its Board of Commissioners

By _____
Commissioner

By _____
Commissioner

By _____
Commissioner

OR

By _____
Authorized by Delegation
COUNTY

Reviewed by the LAND CONSERVATION & DEVELOPMENT COMMISSION:

Date _____

By _____
W. J. Kvarsten, Director

Date July 18, 1979

Services provided by CONSULTANT TO COUNTY under this agreement shall be only for the work commencing after July 1, 1979 and which is shown on County's Compliance Schedule and grant work program approved by L.C.D.C.

EXHIBIT A - SCOPE OF WORK

DREDGED MATERIAL DISPOSAL PLAN AND POTENTIAL
MITIGATION/RESTORATION SITE IDENTIFICATION FOR
TILLAMOOK BAY AND NEHALEM BAY

1. DATA COLLECTION AND ANALYSIS

Resource Inventory Review - The Consultant shall review resource inventory materials available through Tillamook County, local jurisdictions, and state and federal agencies to establish a working knowledge of the estuarine dynamics and historical uses. These data will be compiled and used primarily by the consultant during disposal site selection and later site descriptions.

Dredge Material Characteristics - The Consultant will analyze the physical and chemical characteristics of dredged materials to determine the viability of various disposal options and post disposal site uses. Disposal options to be explored include ocean disposal, in-water disposal, beach nourishment, upland and inter-tidal disposal. The future use considerations include channel flushing, habitat development, land development, agricultural uses, and stockpiling.

Dredging Methods - The Consultant will research the feasibility of a variety of dredging methods applicable to different segments of the Tillamook and Nehalem Estuaries. This will include estimates of technological improvements that may occur within the twenty year plan time frame, and how such improvements could be utilized in disposal planning.

Dredging Needs - The Consultant will develop definitive figures, to the best possible level of accuracy, for present and future dredging needs (in quantities) required for the Tillamook and Nehalem Estuaries. These "needs projections" will be developed for present and future federal projects, as well as for all public and private moorages, basins, docks, or other water-dependent/water-related uses. All private operators of such facilities will be contacted to help determine dredge material disposal needs for the twenty year period.

Scenarios - The Consultant, with the Project Steering Committee, will develop scenarios that will assist in the estimating of future uses, and consequent potential dredge disposal needs, of the two estuaries. This effort is not intended to resolve potential conflicts in future uses of the estuaries, but is to be used to reach a consensus on what the potential uses may be, and therefore how much dredging and disposal could be anticipated.

A. DISPOSAL SITE CRITERIA

Criteria Development - Through workshops and agency coordination, the Consultant will attempt to develop with the Agency Task Force appropriate criteria for disposal site use and mitigation/restoration identification. The criteria will be drafted by the Consultant for review and approval by the Agency Task Force members. The criteria will then be utilized through the disposal site evaluation and mitigation/restoration proposal processes.

B. SITE SELECTION & EVALUATION

Site Identification - The Consultant will undertake an in-field investigation of both estuaries to identify all areas of potential dredge material disposal. General physical features, characteristics, location, and size estimates will be noted for each potential disposal site.

Preliminary Screening - The Consultant will provide a team of technicians to review all potential disposal sites, and to identify all sites that do in fact appear to be eligible for future disposal use. Sites that are determined to be unacceptable for disposal uses will be eliminated from further consideration, and reasons for elimination will be documented. That documentation will then be submitted to the County. Acceptable sites will be further described and evaluated, and prepared for submittal to the Agency Task Force. These sites will include both "permitable" sites and those sites which may meet the criteria for mitigation/restoration considerations.

Site Evaluations - The Consultant will take the members of the Agency Task Force, and selected representatives of the Project Steering Committee, to the field for a site-by-site review of all potential disposal locations. Each field review participant will be provided a field notebook and maps which will describe the conditions of each site.

Site Determinations - At the conclusion of the field review of all potential disposal sites, the Consultant will conduct a workshop to formally review all proposed sites. Discussions and comments received during this workshop will be transcribed for each site. The product of this meeting will be a list of sites divided into four categories: a) sites which appear to be acceptable to the Agency Task Force, b) sites which are tentatively acceptable based on special design considerations, c) those sites most suitable for mitigation/restoration action, and d) sites which are found to be unacceptable. Those sites which are to be eliminated from further consideration (unacceptable), will be documented for reasons of elimination.

5. SITE ENGINEERING

Site Designs - The Consultant will perform preliminary designs for those sites that will be further considered for future disposal, including potential mitigation/restoration sites. Dredge-plant requirements and/or limitations will be outlined, including shoreline size limitations, transport problems, seasonal restrictions, turbidity considerations, etc. Site preparation requirements will also be identified, including equipment needs, labor and material estimates, containment requirements, utility considerations, and phasing. The site re-use considerations will discuss structural limitations, agricultural uses, septic feasibility, revegetation and habitat potentials, and other concerns.

Cost Estimates - The Consultant will develop cost estimates according to equipment limitations (as when imposed by control conditions), plant transport costs, booster and other special requirements dictated by the sites involved. Disposal costs are derived from site preparation estimates, labor and material costs, land costs (assumed), re-use potentials, and other considerations. The combined estimates will show the cost per cubic yard to use each site.

Site Prioritization - The Consultant will prioritize each disposal site, according to its relative value in the overall dredge plan. Certain sites will be explicitly identified as being essential to future dredging projects.

6. DEVELOPMENT OF PLAN IMPLEMENTATION STRATEGIES

General Planning and Zoning Considerations - The Consultant will develop provisions for preservation and use of specific dredged material disposal sites and the coordination with the county and city comprehensive planning and zoning processes. The coordination effort will be consistent with the management objectives within the two estuaries.

Specific Site Acquisition and Use Measures - With the local Port authorities, the Consultant will identify a variety of measures available for the use and/or acquisition of selected disposal sites. Property acquisition, easements, transfer of development rights, tax deferrals and other alternatives will be explored. If property owner contacts have not already been initiated, the Consultant will develop with the Ports a program for identifying and contacting the individual property owners. The Consultant will play a support role to the Ports and/or County in the contacting of property owners, to initiate the discussions necessary for potential use of selected sites for disposal purposes.

[redacted]/Restoration Strategies - If potential disposal needs are [redacted] to require mitigation/restoration options that could not be environmentally identified and resolved, the Consultant will develop [redacted] outlines and implementation strategies that may be used for a future mitigation/restoration proposal. The outlines and [redacted] will be reviewed by the Agencies, and included in the plan [redacted].

[redacted]

Preliminary Draft - The Consultant will produce twenty-five (25) copies of the preliminary draft document, including site-by-site discussions and maps for distribution to the Agency Task Force and members of the Project Steering Committee. The Consultant will review the preliminary draft with the County, the Steering Committee, and the Agency Task Force to receive comments and in-put to insure data accuracy and plan concurrence.

Draft - Seventy-five (75) copies of the Draft Dredged Material Disposal Plan including maps and full discussions of all disposal sites will be provided by the Consultant to the Project Steering Committee, the Agency Task Force and the County for public distribution. Public review will include a public meeting to discuss the draft document and receive comments. The Consultant will ask the Agency Task Force members for their letters of acknowledgement, and will review all comments with the Project Steering Committee.

Final Document - The Consultant will prepare one hundred and fifty (150) copies of the proposed Final Dredged Material Disposal Plan, including an implementation program, to the County for it's use and distribution. The document will also include any revisions deemed necessary after public, Steering Committee, and Task Force review, and will include agency letters of acknowledgement.

Public Hearings and Adoption Process - The Consultant will participate in two public hearings held by the County to discuss the plan with the public and the respective decision-making bodies. Publication errors or minor revisions as directed by the County will be prepared and presented in the form of errata sheets or addenda to the document. If substantial revisions are made to the final plan during the adoptions process, republication of the revised final plan following adoption is not considered a part of this scope of work and, if desired by the County, will be the subject of a separate agreement.

amount as may be specified by the Federal Government at any time after the Department of Transportation or the county commissioners have entered into a cooperative agreement with the Federal Government for the survey, construction or maintenance of a road under any such statute, or under any appropriation statute for the Federal Government against which such expenditures may be chargeable.

(2) The advance payments shall be made to the fiscal agent of the Federal Government designated by, and upon receipt of, a request for such funds from the Federal Government, if the Federal Government agrees to refund to the state or county treasurer, or both, as the case may be, any amount advanced in excess of the proportionate share of the actual cost.

(3) When the state, through the Department of Transportation, has entered into any cooperative agreement with the Federal Government for the survey or construction of any state road or highway as in this section contemplated, the department shall prepare, verify and approve a claim in favor of the Federal Government for the amount of the state's share of the cost of the work, accompanying the claim with a copy of the agreement. The claim shall be paid by warrant on the State Treasurer in the manner provided by law, from such funds as are available for road purposes as shall be directed by the department. [Amended by 1967 c.454 §43; 1979 c.293 §7; 1981 c.153 §63]

366.770 State highway agreements with local governments. (1) The Department of Transportation may enter into a cooperative agreement with any one or more cities, counties, road districts or other municipalities of the state for the construction, reconstruction, improvement, repair or maintenance of any state highway, and provide for an allocation of the cost of the project to the contracting parties.

(2) The Department of Transportation may enter into cooperative agreements with any county for the survey, construction, improvement, reconstruction, repair or maintenance of any state highway or part thereof upon such basis of contribution as may be agreed upon between them. [Amended by 1979 c.223 §2]

366.775 Road, highway or street agreements with local governments. The Department of Transportation may enter into an agreement with any county, city, town or road district for the construction, reconstruction, improvement, repair or maintenance of any road, highway or street, upon terms and conditions mutually agreed to by the contracting parties; and the department may acquire by purchase, agreement, donation or by exercise of the power of eminent domain, any real property necessary for rights of way therefor. [Amended by 1953 c.252 §2; 1979 c.223 §3]

366.780 [Repealed by 1981 c.153 §79]

APPROPRIATIONS TO CITIES

366.785 Definitions for ORS 366.785 to 366.820. As used in ORS 366.785 to 366.820, unless the context requires otherwise:

(1) "Year" means a calendar year.

(2) "City" means only cities of this state which are regularly operating as such through elected governmental officers.

(3) "Population" means population as given in the latest determination of the State Board of Higher Education, except that for a city of more than 100,000 population according to the latest such determination, the term means 74 percent of the number of population given for the city in the determination for computation of its share for 1964, 78 percent for computation of its share for 1965, 82 percent for 1966, 86 percent for 1967, 90 percent for 1968, 94 percent for 1969, 98 percent for 1970; and for 1971 and subsequent years computation shall be made on the basis of full number of population. [Amended by 1961 c.259 §2; 1961 c.653 §1; 1963 c.399 §1]

366.790 Authorized use of appropriation to cities. Money paid to cities under ORS 366.785 to 366.820 shall be used only for the purposes stated in section 3, Article IX of the Oregon Constitution and the statutes enacted pursuant thereto including ORS 366.514. [Amended by 1961 c.653 §2; 1971 c.376 §5]

366.795 [Repealed by 1955 c.237 §1]

366.800 Appropriation from highway fund for cities; amount and source. There shall be and hereby are appropriated out of the highway fund annually such sums of money as will equal 12.17 percent of all moneys credited to the highway fund by the State Treasurer between July 1 of any year and June 30 of the following year and which have accrued from funds transferred to the highway fund by the State Treasurer or Department of Revenue under ORS 153.630 (2)(b), 481.950 and 767.635. The appropriation shall be distributed among the several cities as provided in ORS 366.785 to 366.820. [Amended by 1967 c.463 §5; 1979 c.344 §10; 1981 s.s c.3 §109; 1983 c.164 §4]

366.805 Allocation of appropriation to cities. The appropriation specified in ORS 366.800 shall be allocated to the cities as follows:

MILITIA; CIVIL DEFENSE; EMERGENCY RELIEF 396.405
VETERANS 408.405

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING,

Plaintiff,

vs.

THE PORT OF NEHALEM,

Defendant - Third-Party Plaintiff,

vs.

STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation,

Third-Party Defendants.

No. 22-736

SUBSTITUTION OF ATTORNEYS FOR DEFENDANT - THIRD-PARTY PLAINTIFF THE PORT OF NEHALEM

A true copy

At the request of defendant - third-party plaintiff The Port of Nehalem, the firm of Kobin & Meyer, P.C. is substituted as attorneys for defendant - third-party plaintiff The Port of Nehalem, in the place and in the stead of the firm of Tooze, Kerr, Marshall & Shenker.

DATED: February ____, 1985.

KOBIN & MEYER, P.C.

BY_____
Daniel J. Seifer (69156)

Suite 800 - 610 SW Alder
Portland, Oregon 97205-3688
Telephone: (503) 223-1107

TRIAL ATTORNEY: Daniel J. Seifer
OSB No. 69156

. . . . .

KOBIN & MEYER, P.C.
ATTORNEYS AT LAW
SUITE 800, 610 S. W. ALDER STREET
PORTLAND, OREGON 97205
(503) 223-1107

TOOZE, KERR, MARSHALL & SHENKER

By_____
L. Guy Marshall (59067)

333 SW Taylor
Portland, Oregon 97204

Telephone: (503) 223-5181

IT IS SO ORDERED this ____ day of _____, 1985.

_____
CIRCUIT JUDGE

Submitted by:

Daniel J. Seifer (69156)
Kobin & Meyer, P.C.
Suite 800 - 610 SW Alder
Portland, Oregon 97205-3688
Tel: 223-1107

KOBIN & MEYER, P.C.
ATTORNEYS AT LAW
SUITE 800, 610 S. W. ALDER STREET
PORTLAND, OREGON 97205
(503) 223-1107

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing Substitution of Attorneys for Defendant - Third-Party Plaintiff The Port of Nehalem on the following attorneys on the date set forth below, by mailing to said attorneys a true copy thereof, certified by me as such, contained in sealed envelopes, with postage paid, addressed to said attorneys at their last known addresses and deposited in the post office at Portland, Oregon on said day.

Joseph A. Yazbeck, Jr.
Allen & Yazbeck
735 SW First
Portland, Oregon 97204

Attorneys for plaintiff

William F. Cloran
Assistant Attorney General
Dept. of Justice, Trial Division
450 Justice Bldg.
Salem, Oregon 97310

Attorneys for the State of Oregon

James H. Marvin
Schouboe, Marvin & Furniss
Suite 204
6420 SW Macadam
Portland, Oregon 97201

Attorneys for defendant Wilsey & Ham

DATED: February ____, 1985.

KOBIN & MEYER, P.C.

By_____
Daniel J. Seifer (69156)

KOBIN & MEYER, P.C.
ATTORNEYS AT LAW
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L. M. SCHOUBOE
JAMES H. MARVIN
ANTHONY W. FURNISS
DOUGLAS C. FARRELL
GLEN S. SHEARER
RICHARD H. DIVINE
GREGORY J. LEINEWEBER

SCHOUBOE, MARVIN & FURNISS
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204 WILLAMETTE PARK PLAZA
6420 S. W. MACADAM AVENUE
PORTLAND, OREGON 97201

AREA CODE 503
TELEPHONE 246-7966

February 26, 1985

Mr. Joseph A. Yazbeck, Jr.
Attorney at Law
Allen & Yazbeck
735 S. W. First Ave.
Portland, Oregon 97204

Mr. Daniel J. Seifer
Attorney at Law
Kobin & Meyer, P.C.
Suite 800
610 S. W. Alder Street
Portland, Oregon 97205-3688

Mr. William F. Cloran
Assistant Attorney General
Oregon Department of Justice
Justice Building
Salem, Oregon 97310

Re: Sandau v. Port of Nehalem v. State of Oregon, et al.

Dear Fellow Counsel:

It is my understanding that the March 19, 1985 trial date has been reset by Judge Mayer. The reset will eliminate some of the conflicts which this office had, as well as allow a reasonable time within which to accomplish the additional pleading and discovery necessary to ready this matter for summary proceedings, either trial or otherwise.

It is my understanding from Mr. Holloway that the Port of Nehalem intends to substitute the Kobin & Meyer firm as their counsel in this matter in all respects. If that is not in accord with your understanding, please let me know at your earliest convenience.

I propose that once Mr. Seifer has gotten up to speed in this matter we begin to lay out a schedule for further activity, both pleadings and discovery. Please indicate your agreement or disagreement.

Very truly yours,

SCHOUBOE, MARVIN & FURNISS

Richard H. Divine

RHD/jf

Don Kelm
Risk Management

February 25, 1985

William F. Cloran
Assistant Attorney General

Sandau v. Port of Nehalem
125-073-L12298

COMPREHENSIVE NARRATIVE REPORT

I. BRIEF FACTS

In the fall of 1981, the Oregon State Highway Division and the Port of Nehalem entered into an intergovernmental agreement by which the State agreed to accept as embankment in place for the approaches to the Nehalem River Bridge dredge spoil from a port project to widen and deepen the Nehalem River Channel. Subsequent to that agreement, the Port entered into a contract with Donald Sandau, doing business as Sandau Dredging, to dredge the bed of the river within certain designated limits and to discharge, arrange, and compact the fill within the area, grades and lines established by the State for the bridge approach embankment. Work under the agreement between the State and the Port was to commence not earlier than October 1, 1981 and to be complete no later than March 1, 1982.

The agreement between the State and the Port required that the Port would be paid a sum certain per cubic yard of embankment measured in place (no allowance for settlement). It further stipulated that any subcontract let by the Port would contain specifications approved by the State for the placement of embankment and the direction and protection of traffic.

The Port of Nehalem made no representation to the State concerning the character of material to be received in the embankment, and the State had no knowledge of the river bed.

Subsequent to signing its agreement with the State, the Port placed for bid contract subsequently awarded to Sandau. That contract contained references to a study of materials to be found in the Nehalem River eschuary performed for the Tillamook County Comprehensive Plan by the soils engineering firm of Wilsey & Ham and further contained an affirmative representation that the material to be expected by the contractor would be sands, silts, and clays. Sandau actually encountered and dredged fine to medium gravels which he claims damaged his dredging equipment and delayed completion of the project.

II. OUR VERSION OF THE OCCURRENCE

A. Our Witnesses

The principal State witnesses in this case are:

1. Jerry Wiemer, Construction, Oregon State Highway Division, Salem. Mr. Wiemer was the principal negotiator of the agreement between the State and the Port.

2. Chet Anderson, Oregon State Highway Division, Region Engineer's Office, Astoria, Oregon. Mr. Anderson was the principal man on the scene.

B. Other Evidence

Dredge logs, daily reports, and photographs.

C. Our Version of the Occurrence

Our version of the occurrence does not differ from the facts as briefed above.

III. PLAINTIFF'S VERSION OF THE OCCURRENCE

A. Plaintiff's Witnesses

Third-party plaintiff's principal witnesses are Mr. Tom Murray, Port of Nehalem engineering consultant, and Mr. Allan Terry, his assistant. Misters Terry and Murray participated in the drafting of the contract between Sandau and the Port and oversaw its performance. Their testimony is not expected to vary from the facts as outlined above.

IV. PLAINTIFF IN PRINCIPAL ACTION'S VERSION OF THE OCCURRENCE

A. Plaintiff's principal witness:

Mr. Donald Sandau.

B. Other Evidence:

Dredge logs, photographs, and engineering analysis by Phil Martinson, Inc. detailing delays and damage. Factual basis of the claim is not expected to vary from the brief of facts as outlined in #I above.

V. PLAINTIFF'S CHARGE

Third-party plaintiff brings six claims against the State, three of which are for indemnity and three of which are for contribution. Total amount at issue is $236,000 plus interest. $203,000 of that amount is for the alleged differing site condition encountered by the dredging contractor. The remainder involves a dispute over the measurement and payment terms.

VI. APPLICABLE LAW

See Memorandum of Law accompanying defendant's Motion to Dismiss, copy of which is attached.

VII. ALLEGED INJURIES/DAMAGES

A. Review of Medicals:

None. This is not a personal injury case.

B. Review of Damages:

Plaintiff claims $203,000 in delay additional working expenses and damage to equipment. Components of this sum are under review by Highway Division engineers. In its Second Claim, plaintiff in the principal action claims $36,000 for material dredged which settled prior to the measurement of embankment in place. Plaintiff's theory for computing this is at variance with the express terms of its contract.

VIII. TENTATIVE EVALUATION

The State has no liability to plaintiff in the principal action or to third-party plaintiff on the differing site condition claim. All defendants should receive a directed verdict on the measurement and payment claim.

IX. CONTEMPLATED PREPARATION OF THE FILE

A. Preparation by Attorney:

1. Depositions. Depositions of L. Guy Marshall, attorney for the Port of Nehalem, Mr. Thomas Murray, and Mr. Allen Terry will be scheduled as soon as possible.

2. Documents. All documentary discovery required is complete.

B. Additional Investigation Needed: None.

WFC/jep

L. M. SCHOUBOE
JAMES H. MARVIN
ANTHONY W. FURNISS
DOUGLAS C. FARRELL
GLEN S. SHEARER
RICHARD H. DIVINE
GREGORY J. LEINEWEBER

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ATTORNEYS AT LAW
204 WILLAMETTE PARK PLAZA
6420 S. W. MACADAM AVENUE
PORTLAND, OREGON 97201

AREA CODE 503
TELEPHONE 246-7966

February 7, 1985

The Honorable Delbert B. Mayer
Circuit Court Judge
Tillamook County Courthouse
P. O. Box 466
Tillamook, Oregon 97141

Re: Sandau v. Port of Nehalem v.
State of Oregon, et al.
Case No. 22-736

Dear Judge Mayer:

This office is representing Wilsey & Ham, one of the third party defendants in this case. We are writing you at this time to express our difficulty with the present trial setting of March 19, 1985.

As third-party defendants, we were only brought into this matter in November of 1984.

We have used the two months since then to engage in document discovery in an effort to determine the nature of our client's lack of involvement in matters giving rise to this litigation. There remain substantial amounts of discovery to complete, including depositions. The case is not at issue, at least with respect to the third-party matters, and additional pleading practice is expected.

In addition, I am currently scheduled to try the following cases, two of which I suspect are older than this matter:

March 18, 1985: Reyes v. Hoene; Mult. Co. No. A8301-00007 (January, 1981)

March 19, 1985: Cress v. Jones; Mult. Co. No. A8405-03089 (May, 1984)

March 19, 1985: Hawks v. Buford; Wash. Co. No. 82-0884C (June, 1982)

On the basis of all of the foregoing, I join in the request of Mr. Yazbeck, attorney for the plaintiff herein, to remove this case from the trial docket on March 19, 1985.

Very truly yours,

SCHOUBOE, MARVIN & FURNISS

James H. Marvin

JHM/jf
cc: Elizabeth Trainor, William F. Cloran and Joseph A. Yazbeck, Jr.

February 6, 1985

Honorable Delbert B. Mayer
Circuit Court Judge
Tillamook County Courthouse
P.O. Box 466
Tillamook, Oregon 97141

Re: Sandau v. Port of Nehalem, et al
Case No. 22-736

Dear Judge Mayer:

I am in receipt of a copy of a letter dated February 1, 1985 from attorneys for Sandau in which they purport to take a position on defendant's Rule 21 Motion. The claims addressed by that Motion were claims for indemnity and contribution to which plaintiff Sandau is not a party. Mr. Yazbeck's assertion that the intergovernmental agreement entered into between the Port of Nehalem and the Oregon State Highway Department is a "cost plus fixed fee contract" is a factual misrepresentation. The State and the Port agreed to enter into an intergovernmental agreement having a unit price where the Port was paid a fixed price per cubic yard for embankment in place. It is not surprising that Mr. Yazbeck is unfamiliar with the terms of the agreement between the State and the Port since his client was not a party to it. I find it disconcerting that counsel for the plaintiff, who filed no memorandum in advance of hearing as required by the court's rules and who neglected to appear on the date set for hearing of the Motion, would be permitted to raise arguments and unsworn allegations of fact in a format that does not rise to the dignity of a pleading or formal memorandum.

Finally, I would like to express my client's opposition to any reset of this matter from the March 19 trial date. The principal action has been filed for quite some time and the parties to it have had more than adequate time to prepare their cases. Although the State was added at a very late date as

third-party defendant, we have completed documentary discovery and are prepared to employ a night and weekend deposition schedule if necessary to be ready for the March 19 trial setting. Setting a firm date for litigation seems to be the best way to get this matter resolved.

Very truly yours,

William F. Cloran
Assistant Attorney General

WFC/jep

cc: Joseph A. Yazbeck, Jr.
Elizabeth Trainor
Richard Divine

ALLEN & YAZBECK
ATTORNEYS AT LAW

F. GORDON ALLEN
JOSEPH A. YAZBECK, JR.

ROBERT L. O'HALLORAN
LYNNIA K. WOODS
KAREN E. STRATTON
FRED L. KOPATICH
GEORGE J. HIBBERT

735 S. W. FIRST AVENUE
STROWBRIDGE BUILDING
PORTLAND, OREGON 97204
(503) 224-2147

February 1, 1985

The Honorable Delbert B. Mayer
Circuit Court Judge
Tillamook County Courthouse
P.O. Box 466
Tillamook, Oregon 97141

Re: Sandau v. Port of Nehalem, et al.; No. 22-736

Dear Judge Mayer:

I realize that this response to third-party defendants Rule 21 Motions is somewhat belated, but on behalf of plaintiff Sandau I would like to support the position taken by the Port of Nehalem to the effect that the State entered into a "cost plus fixed fee" contract with the Port under which the State agreed to reimburse the Port for the costs associated with the Port's dredging contract with plaintiff Sandau. Therefore, the substance of the Port's first and second claims for breach of contract and indemnity under that agreement should not be subject to a motion to dismiss. Under those theories, the State would, at a minimum, be liable to the Port to the extent of any undisbursed funds under the "Cooperative Agreement".

I would also like to express to all counsel and to the court my difficulty with the current trial setting of March 19th. I am presently set to try a complex Miller Act claim up in the Federal District Court of Alaska during the week of March 11th through March 15th. Judge Russell Holland has told us that the case could go over to the following week, beginning the 18th.

Moreover, substantial amounts of discovery, including all the depositions of the parties, remain to be completed as well.

Very truly yours,

Joseph A. Yazbeck, Jr.

JAY:as

cc: Elizabeth Trainor
William F. Cloran, Dept. of Justice
Richard Divine,
Schouboe, Marvin & Furniss

Transcript 223181

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING Plaintiff, v. THE PORT OF NEHALEM, Defendant-Third Party Plaintiff, v. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation, Third-Party Defendants.	No. 22-736 PLAINTIFF'S FIRST REQUEST FOR PRODUCTION TO THIRD-PARTY DEFENDANT STATE OF OREGON

TO: STATE OF OREGON, DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and its attorneys, THE OREGON DEPARTMENT OF JUSTICE.

Pursuant to ORCP 43, plaintiffs request that each defendant produce for inspection and copying within twenty (20) days of the date of service of this request, in the law offices of Allen & Yazbeck, 735 S. W. First Avenue, Portland 97204, the following described documents:

DEFINITIONS

A. The term "person" means, inclusively, an individual, partnership, corporation, or other entity or organization.

B. Where reference is made to any date or any figure, such reference is intended to connote an approximation.

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ATTORNEYS AT LAW
735 S.W. 1ST AVE.
PORTLAND, OREGON 97204
503-224-2147

C. "Document" or "documents" is meant to include all items within the scope of Oregon Rule of Civil Procedure 43 and, without limiting its generality, contracts, agreements, correspondence, letters, telegrams, reports, records, schedules, diaries, calendars, appointment books, invoices, purchase orders, books, pamphlets, accounting records and worksheets, time slips, computer inputs or outputs, charts, diagrams, notes, estimates, summaries, appraisals, inventories, minutes of meetings and memoranda, including intercorporate, intracorporate, interoffice and intraoffice memoranda, and memoranda regarding conferences, conversations or telephone conversations, any and all taped, recorded, written, printed or typed matters of any kind or description, unless otherwise specified herein.

D. When correspondence between one or more persons is requested, the request is meant to include, without limiting its generality, any document or documents given, sent, or shown by one such person to one or more other such persons however transmitted or delivered, and whether or not retained by the recipient or recipients at the time of transmittal or delivery.

E. Each draft or version of each document is included within the definition as are all attachments, exhibits, and enclosures included within all such drafts or versions.

INSTRUCTIONS FOR USE

A. Produce all documents or any parts or segments thereof which are in your possession or subject to your

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735 S.W. 1ST AVE.
PORTLAND, OREGON 97204
503-224-2147

possession, custody, control or access. As to any document which you fail to produce, state the location and address where such document can be found, the name of the person who possesses such document, when such document left your possession, and the reasons why you cannot produce such document.

B. If any document is withheld under claim of privilege, you are required to:

(a) Identify each document with sufficient particularity as to author(s), addressee(s), recipient(s) and content to allow the plaintiff to bring the matter before the Court;

(b) The nature of the privilege(s) asserted; and

(c) The factual basis for the claim of privilege.

C. This request is a continuing one. If, after producing documents, defendants obtain or become aware of any further documents responsive to this Request, defendants are required to produce such additional documents.

REQUESTED DOCUMENTS

1. All documents upon which third-party defendant intends to rely at trial.

2. All documents which relate or refer to plaintiff's dredging project on the Nehalem River which is at issue in this lawsuit.

3. All documents which relate or refer to or constitute correspondence between the following persons or

ALLEN & YAZBECK
ATTORNEYS AT LAW
735 S.W. 1ST AVE.
PORTLAND, OREGON 97204
503-224-2147

entities or their agents or employees with regard to the dredging project at issue in this lawsuit:

a) State of Oregon;

b) Department of Transportation;

c) Oregon State Highway Division;

d) Gerald Weimer;

e) Port of Nehalem;

f) Allen Terry & Associates;

g) Sandau Dredging; and

i) Wilsey & Ham, Inc.

4. All documents which relate or refer to or constitute test results, analyses, reports, or test samples relating to the material or characteristics of the material encountered by plaintiff on his dredging project in the Nehalem River which is the subject of this lawsuit.

5. All documents which relate or refer to or constitute daily reports, inspection reports, notes, field reports, memos, or daily diaries, which relate or refer to plaintiff's dredging project on the Nehalem River which is the subject of this lawsuit.

ALLEN & YAZBECK

JOSEPH A. YAZBECK, JR.

JOSEPH A. YAZBECK, JR., OSB# 77400
Of Attorneys for Plaintiff

ALLEN & YAZBECK
ATTORNEYS AT LAW
735 S W 1ST AVE
PORTLAND, OREGON 97204
503-224-2147

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING

Plaintiff,

v.

THE PORT OF NEHALEM,

Defendant-Third Party Plaintiff,

v.

STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC. a foreign corporation,

Third-Party Defendants.

No. 22-736

THIRD-PARTY DEFENDANT WILSEY & HAM'S FIRST REQUEST FOR PRODUCTION TO THIRD-PARTY PLAINTIFF PORT OF NEHALEM

TO: PORT OF NEHALEM, and its attorneys, TOOZE, KERR, MARSHALL & SHENKER.

Pursuant to ORCP 36 and 43, third-party defendant Wilsey & Ham requests that Port of Nehalem produce for inspection and copying not later than February 15, 1985 at the law offices of Schouboe, Marvin & Furniss, 6420 S. W. Macadam, Suite 204, Portland, Oregon 97201, the following described documents:

INSTRUCTIONS FOR USE

A. Produce all documents or any parts or segments thereof which are in your possession or subject to your possession, custody, control or access.

B. This request is a continuing one. If, after producing documents, third-party plaintiff obtains or becomes aware of any further documents responsive to this Request, it is required to produce such

SCHOUBOE, MARVIN & FURNISS
Attorneys at Law
6420 S. W. Macadam Avenue, Suite 204
Portland, Oregon 97201
Telephone (503) 246-7966

additional documents.

C. Each draft or version of each document is included within the definition as are all attachments, exhibits, and enclosures included within all such drafts or versions.

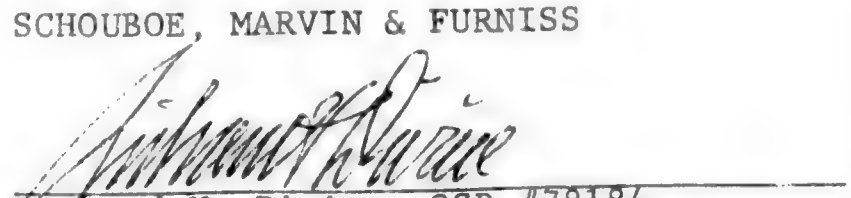
REQUESTED DOCUMENTS

1. Any and all construction specifications which relate to The Port of Nehalem's dredging project on the Nehalem River which is at issue in this lawsuit.

2. Any and all contracts, modifications of contract, or other memorialization of any and all agreements between Port of Nehalem and any and all of its consultants regarding The Port of Nehalem's dredging project on the Nehalem River which is at issue in this lawsuit.

3. Any and all correspondence, memoranda, calculations, estimates, and design information authored, received or utilized by any and all of The Port of Nehalem's consultants regarding the Port of Nehalem's dredging project on the Nehalem River which is at issue in this lawsuit.

SCHOUBOE, MARVIN & FURNISS



Richard H. Divine, OSB #78184
of Attorneys for Third-Party
Defendants Wilsey & Ham, Inc.

Trial Attorney: James H. Marvin
OSB #72164

SCHOUBOE, MARVIN & FURNISS
Attorneys at Law
6420 S. W. Macadam Avenue, Suite 204
Portland, Oregon 97201
Telephone (503) 246-7966

CERTIFICATE — TRUE COPY

I hereby certify that the foregoing copy of Third-Party Defendant Wilsey & Ham's First Request for Production to Third-Party Plaintiff Port of Nehalem *is a complete and exact copy of the original.*

Dated January 21 ~~, 19~~ 22, 1985

Attorney(s) for Wilsey & Ham

ACCEPTANCE OF SERVICE

Due service of the within ..... *is hereby accepted on* ....., *19*....., *by receiving a true copy thereof.*

Attorney(s) for .....

CERTIFICATES OF SERVICE

Personal

I certify that on ....., *19*....., *I served the within* ..... *on* ..... *attorney of record for* ..... *by personally handing to said attorney a true copy thereof.*

Attorney(s) for .....

At Office

I certify that on ....., *19*....., *I served the within* ..... *on* ..... *attorney of record for* ....., *by leaving a true copy thereof at said attorney's office with his/her clerk therein, or with a person apparently in charge thereof, at* ....., *Oregon.*

Attorney(s) for .....

Mailing

I hereby certify that I served the foregoing Third-Party Defendant Wilsey & Ham's First Request for Production to Third-Party Plaintiff Port of Nehalem on: (1) Charles R. Holloway, III, (2) Joseph Yazbeck, Jr., (3) William F. Cloran *attorney(s) of record for* Plaintiff and defendants *on* January ~~21~~ 22, *19* 85, *by mailing to said attorney(s) a true copy thereof, certified by me as such, contained in a sealed envelope, with postage paid, addressed to said attorney(s) at said attorney(s) last known address, to-wit:* (1) 333 S. W. Taylor St., Portland, Oregon 97204; (2) 735 S. W. First Ave., Portland, Oregon 97204; (3) Oregon Department of Justice, Justice Building, Salem, Oregon 97310 *and deposited in the post office at* Portland, *Oregon, on said day.*

Dated January ~~21~~ 22, *19* 85

/s/ RICHARD H. DIVINE

Attorney(s) for Defendant Wilsey & Ham, Inc.

SCHOUBOE, MARVIN & FURNISS, P.C.
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Portland, Oregon 97201
Telephone (503) 246-7966

BACKING SHEET

1/1/80 B
FORM No. 1001½—STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiff, v. THE PORT OF NEHALEM, Defendant/Third-Party Plaintiff, v. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation, Third-Party Defendants.	No. 22-736 MEMORANDUM IN OPPOSITION TO RULE 21 MOTIONS

Third-party defendant, the State of Oregon (hereinafter the "State") has filed 30 motions against the third-party complaint of defendant and third-party plaintiff, the Port of Nehalem (hereinafter the "Port"). Responses to each motion are set forth hereafter.

1. Motion to Dismiss; ORCP 22

The State argues that the Port's failure to file a motion for leave to file its third-party complaint is contrary to the purpose of ORCP 22. While the Port did not obtain such leave, there has been no showing of prejudice to existing parties, nor prejudice that cannot be remedied by the provisions of ORCP 22 itself. The Rule provides that leave shall not be given "if it would substantially prejudice the rights of existing parties" (emphasis added). There is no showing by way of

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objection or motion from the existing party, namely Donald Sandau, the plaintiff, to the filing of the third-party complaint. In short, the State is not the party sought to be protected by that portion of Rule ORCP 22.

The Rule does provide procedures and safeguards for protecting the rights of a third-party defendants such as the State. The State could move for severance or separate trial. To the extent that a trial date in March is too soon for the State so that it could claim prejudice in that regard, a motion for postponement of trial is available to the State under ORCP 52.

2. Motion to Dismiss 1st Claim; Failure to State a Claim

Common law indemnity is based upon the existence of facts which proved would establish each party's liability to a third party; and as between the two parties, the person against whom indemnity is claimed should have discharged the obligation. Ore-Ida Foods Inc. v Indian Head Cattle Company, 290 Or 909, 627 P2d 469 (1981). The Port has alleged that as a result of the contract bewteen the Port and the State, an agreement was entered into between the Port and the Plaintiff. Although the pleading itself does not (and properly so as it would be a pleading of evidence) reiterate the language of the two contracts which are incorporated into the Plaintiff's and the Port's complaints, those contracts are the basis for the State's liability to Plaintiff's claim against the Port. The State agreed to pay a maximum amount for the dredging project (See Exhibit "B", page 3

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of the Port's third-party complaint). To the extent that the Plaintiff is awarded an amount that comes within that maximum, the State has agreed to pay it. Thus, the ultimate facts alleged fulfill the requirements of Ore-Ida, supra, that is, as between the two--the Port and the State--the State "ought to discharge the obligation." While, as the State notes, there are separate agreements, the obligations, particularly the payment obligation of the State, is contingent and dependent upon the provisions found in both contracts. Thus, the State's argument that there has been no allegation of an obligation to the Plaintiff in the principal action is unfounded.

The State cites Piehl v The Dalles General Hospital, 280 Or 613, 571 P2d 149 (1977), a medical malpractice case in which the hospital sought indemnity from the surgeon for the alleged negligence of the nurses who were employed by the hospital, but who assisted the surgeon at his direction. The court held that the hospital's "borrowed-servant" argument would not support its indemnity argument. The court noted:

> "The basis for indemnity between tortfeasors involves the equitable distribution of the responsibility, and there can be no all encompassing rule." 280 Or at 620.

The court quoted from Prosser, The Law of Torts 313 (4th edition) 1971:

> "...Indemnity is a shifting of responsibility from the shoulders of one person to another; and the duty to indemnify will be recognized in cases where community opinion would consider that in justice the responsibility should rest on one rather than the other. This may be because of the relation of the parties to one another, and the

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consequent duty owed; or it may be because of the significant difference in the kind or quality of their conduct. "

3. Motion to Dismiss 1st Claim; Failure to State Separate Claims

Failure to state separate claims is not grounds for an ORCP Rule 21 Motion to Dismiss. And, in any event, the State misreads the Port's allegations. The Port has alleged in Paragraph III that if the Port is held responsible to Plaintiff, that responsibility should be borne by the State. Again, under the terms of the contract between the State and the Port, the State agreed to a maximum amount of payment. Until an amount still owing can be determined by a judgment in favor of Plaintiff, the extent of the responsibility for payment by the State is yet to be determined. The third-party practice allowed by ORCP 22 is designed to bring into one lawsuit a party "who is or may be liable to the third-party plaintiff..." Thus, while the payments that may be owed to the Plaintiff by the State under the State's contract with the Port will not be determined as owing until judgment, the allegations that the State has that payment responsibility is properly alleged now.

While the complaint is in the nature of indemnity, the "duty" which triggers that indemnity is based upon the agreement between the State and the Port. Thus, it is not a breach of contract, in and of itself, upon which the Port makes its third-party complaint, but, rather, that the contract is the basis for the indemnity cause of action.

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4. Motion to Dismiss 1st Claim; Failure to State Facts

The State's argument that the Port's First Claim for Relief must be dismissed because it has used the word "agreement" instead of the word "contract" is ridiculous. The words are not only synonymous in this matter, the document that was entered into between the State and the Port was labeled "Cooperative Agreement." (See Exhibit "B" to the Port's third-party complaint.)

5. Motion to Dismiss 1st-3rd Claims; Immunity; Notice

The State's argument is not sufficient for a Motion to Dismiss under ORCP 21. Rather, the State is essentially arguing what would be an affirmative defense. The Port has properly alleged its ability to bring this claim under the provisions of ORS 30.260 et seq. To the extent that the State would deny such ability, it should so allege by way of an affirmative defense.

6. Motion to Strike Paragraph III

The State argues that Paragraph III is a conclusion of law and should be stricken. At the same time, the State claims that the Port's third-party complaint is so unclear as to require an amended complaint to make it more definite and certain. While, granted, Paragraph III, is an allegation more in the way of introduction than by specifically setting forth in that very paragraph the basis for bringing this action against the State, it certainly serves to introduce the Port's claims. The phrase in Paragraph III "as set forth hereafter" should be considered as fulfillment of the requirements of pleading set forth in ORCP 16

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that the pleadings shall consist of "plain and concise statements" and "shall be limited as far as practicable to a statement of a single set of circumstances."

7. Motion to Make More Definite Paragraph IV

The Port has properly alleged that the State and the Port entered into an agreement for the dredging project under plans and specifications prepared and required by the State. This ultimate fact is sufficent to meet the pleading requirements under the Oregon Rules of Civil Procedure. To the extent that the State claims that it needs further specification, such specification will and should properly come from the discovery process. The Port should not be required to plead its evidence. That is a matter for trial.

8. Motion to Make More Definite Paragraphs IV-VI

The State properly notes that it was a party only to the agreement between the State and the Port. Although that agreement is contingent and dependent upon the contract between the Port and the Plaintiff, the State was not a party to that agreement. Thus, it should be apparent, without saying, that the agreement referred to in Paragraphs IV-VI refers to the agreement between the Port and the State.

9. Motion to Make More Definite Paragraph VI

As a matter of pleading, the Port has properly set forth the ultimate facts of the agreement between the State and the Port which have triggered the indemnity claim that as between the Port and the State, the State should bear the responsibility

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TELEPHONE 223 5161

to the Plaintiff should the Plaintiff ultimately prevail on its claim against the Port. The agreement has been attached as an exhibit to the the third-party complaint. The actual pleadings should not include a reiteration of the specific provisions of the agreement. Again, those evidentiary matters are a matter of discovery.

10. Motion to Dismiss 2nd Claim; Failure to State Facts

The State's 10th motion carries the same theme as its 2nd motion, namely that the Port has failed to allege ultimate facts which set forth the duty on the part of the State that would trigger the claim for indemnity. In its first claim for relief, the Port alleged that the agreement between the State and the Port establishes that requisite duty. In this, the second claim for relief, the Port has alleged that with the agreement, there is implied a warranty of accuracy, which will, like the contract itself, be sufficent to allege the requisite duty for the foundation of an indemnity claim. Breach of this implied warranty is a proper theory of liability. Potashnick v U.S., 105 F. Supp 837 (1952); Shepard v U.S. 113 F. Supp. 648 (1953).

11. Motion to Dismiss 2nd Claim; Failure to State Separately

See discussion under Paragraph 3, supra.

12. Motion to Strike 2nd Claim ; Redundancy

Breach of Contract as well as breach of the implied warranty of accuracy are proper and separate theories of relief.

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While they may not be grounds for a double recovery, they are avilable as conjunctive as well as alternative theories of relief. See Potashnick v U.S., supra.

13. Motion to Make More Definite Paragraph VIII

See discussion under Paragraph 8, supra.

14. Motion to Dismiss 3rd Claim; Negligence

The State argues that the Plaintiff's complaint is not grounded in negligence, and, therefore, the argument continues, the Port cannot use as a basis for liability against the State, a theory of negligence. First, the Plaintiff Sandau's complaint simply alleges that there were representations made as to the quality and quantity of material to be dredged in the dredging project and that the material encountered was different than what was representated. The Plaintiff Sandau's complaint does not allege whether the representations were made negligently or otherwise. Even if the complaint could be treated as excluding any claim of negligence, however, the theory of negligence as a basis for indemnity against the State is not excluded. See Dales' Sand & Gravel Co., Inc. v Westwood Const., 62 Or App 570, 661 P2d 1378 (1983), where the first-party complaint was a suit to foreclose a construction lien and the third-party indemnity action was in the nature of negligence against the engineers who designed the project.

Secondly, while in theory it may be true that a duty imposed by contract does not suffice to meet the duty requirement for a tort claim, the duties are not dissimilar. See Peerless

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Insurance Co. v Cerny and Associates, Inc., 199 F. Supp 951 (D. Minn 1961), an action by a contractor's surety against the architect whose contract required him to certify progress reports on which progress payments were based. The court allowed the plaintiff to recover sums paid out pursuant to the bond on the theory that the architect's negligence was the sole cause of payment of excessive progress payments to the contractor.

15. Motion to Dismiss 3rd Claim; Failure to State Separate Claims

See discussion under Paragraph 3, supra.

16. Motion to Strike 3rd Claim; Redundancy

See discussion under Paragraph 12, supra; also see Peerless Insurance Co., supra.

17. Motion to Strike Paragraph X; Conclusion of Law

The Port does not simply allege that the State was negligent. It alleges with the requisite ultimate facts in what particulars the State was negligent. The State ingenuously wants the court to simply ignore the balance of Paragraph X.

18. Motion to Dismiss 3rd Claim; Negligence

See discussion under Paragraph 14, supra.

19. Motion to Make More Definite Paragraph X

The State argues that the Port should have alleged such evidentiary matters as dates of representations, authors of the representations, nature of the representations, oral or written, identification of certain documents. These matters suggested as requirements by the State would not be allegations of ultimate

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fact. They would be a pleading of evidence, contrary to the requirements of ORCP 18.

20. Motion to Dismiss 4th-6th Claims; Contribution

While the State correctly cites Coos-Curry Electric v Curry County, 26 Or App 645, 554 P2d 601 (1976) for the proposition that contribution is available against joint tort-feasors, it cannot be concluded that under the allegations of the Plaintiff's complaint, Plaintiff has not alleged an action in tort. See further discussion under Paragraph 14.

21. Motion to Strike 4th-6th Claims; Redundancy

As discussed, supra, the Plaintiff Sandau's claim, although referring to its contract with the Port, does sound in negligence. At least, the complaint infers that the representations as to the quantity and quality of materials to be dredged were negligently made. To the extent that the Plaintiff's complaint can be based on negligence, the Port is entitled to, at least, plead as an alternative theory, that the State, as a joint tortfeasor, should be liable in contribution. Likewise, to the extent that the State negligently breached its contract with the Port, negligently breached its implied warranty of accuracy or just negligently represented the quality and quantity of material to be dredged, the Port should be entitled to so plead.

22. Motion to Dismiss 4th-6th Claims; Failure to State Facts

See Discussion under Paragraph 21.

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23. **Motion to Dismiss 4th Claim; Failure to State Separate Claim**

See discussion under Paragraph 3, supra.

24. **Motion to Dismiss 4th Claim; Failure to State Facts**

See discussion under Paragraph 4, supra.

25. **Motion to Dismiss 4th-6th Claims; Immunity**

See discussion under Paragraph 5, supra.

26. **Motion to Dismiss/Strike 5th Claim; Failure to State Facts; Redundancy**

See discussion under Paragraphs 12 and 21, supra.

27. **Motion to Dismiss 5th Claim; Failure to State Separate Claim**

See discussion under Paragraph 3, supra.

28. **Motion to Dismiss/Strike 6th Claim; Failure to State Facts; Redundancy**

See discussion under Paragraphs 12 and 21, supra.

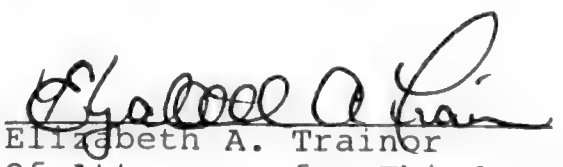
29. **Motion to Dismiss 6th Claim; Failure to State Separate Claim**

See discussion under Paragraph 3, supra.

30. **Motion to strike Paragraph XII; Conclusion of Law**

See discussion under Paragraph 6, supra.

Respectfully submitted,



Elizabeth A. Trainor
Of Attorneys for Third-Party Plaintiff

CERTIFICATE — TRUE COPY

I hereby certify that the foregoing copy of Memorandum in Opposition to Rule 21 Motions *is a complete and exact copy of the original.*

Dated January, *19*85

Elizabeth A Cloran

Attorney(s) for Defendant/Third-Party Plaintiff

ACCEPTANCE OF SERVICE

Due service of the within ..... *is hereby accepted on* ....., *19*....., *by receiving a true copy thereof.*

Attorney(s) for .....

1:27 PM

CERTIFICATES OF SERVICE

Personal

I certify that on January 21, *19*85, *I served the within* Memorandum in Opposition to Rule 21 Motions *on* William F. Cloran *attorney of record for* State of Oregon *by personally handing to said attorney a true copy thereof.*

Elizabeth A Cloran

Attorney(s) for Defendant/Third-Party Plaintiff

At Office

I certify that on ....., *19*....., *I served the within* ..... *on* ..... *attorney of record for* ....., *by leaving a true copy thereof at said attorney's office with his/her clerk therein, or with a person apparently in charge thereof, at* ....., *Oregon.*

Attorney(s) for .....

Mailing

I certify that I served the foregoing on the following attorneys on the 21st *day of* January, *19*85, *by mailing to each a true and correct copy thereof, certified by me as such, addressed to said attorneys at the address of each shown below, and deposited in the United States mail on said day with sufficient postage, in a sealed envelope, at the post office at Portland, Oregon:*

Joseph A. Yazbeck, Jr.
735 S.W. First Avenue
Portland, OR 97204

Richard H. Divine
6420 S.W. Macadam, Suite 204
Portland, OR 97201

TOOZE KERR MARSHALL & SHENKER
ATTORNEYS AT LAW
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TELEPHONE (503) 223-5181

Elizabeth A Cloran

Of Attorneys for Defendant/Third-Party Plaintiff

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiff, v. THE PORT OF NEHALEM, Defendant-Third Party Plaintiff, v. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation, Third Party Defendants.	No. 22-736 AFFIDAVIT IN SUPPORT OF MOTION

STATE OF OREGON)
) ss
County of Marion)

The affiant, being duly sworn, deposes and says,

1. I, William F. Cloran, am an Assistant Attorney General for the State of Oregon charged with the defense of the interest of the State in the captioned matter.

2. On or about November 27, 1984, I telephoned the Circuit Court Clerk of the County of Tillamook to determine if leave of the court was secured prior to filing of the Third Party Complaint herein. Ms. Judy Wiser of the court's staff informed me that the court file did not show that leave had been obtained. Ms. Wiser further informed me that the complaint in the principal action was filed on April 22, 1983 and that trial was set for March 19, 1985.

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PHONE 378-4400

3. No third party complaint in this matter was served upon the State of Oregon prior to October 30, 1984.

4. On or about November 27, 1984, I phoned opposing counsel Ms. Elizabeth A. Trainor, and inquired if leave of the court had been sought as required by ORCP Rule 22C. Ms. Trainor indicated that it had not.

5. I make this affidavit in support of third party defendant's motion to dismiss for failure to comply with ORCP Rule 22C.

The affiant says no more.

/s/ WILLIAM F. CLORAN

William F. Cloran

Subscribed and sworn to before me this 12th day of December, 1984.

/s/ Mary Dayton

Notary Public for Oregon

My Commission Expires: 5/22/87

DEPARTMENT OF JUSTICE
JUSTICE BUILDING
SALEM, OREGON 97310
PHONE 378-4400

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of December, 1984, I served a true copy of the within Memorandum of Law and supporting Affidavit which is well founded in law upon the following attorneys, by depositing it in the United States Post Office at Salem, Oregon, postage prepaid, addressed as follows:

Elizabeth A. Trainor
Tooze, Kerr, Marshall & Shenker
Attorneys at Law
333 S.W. Taylor Street
Portland, Oregon 97204

Of Attorneys for Defendant-Third Party Plaintiff
The Port of Nehalem

Joseph A. Yazbeck, Jr.
Allen & Yazbeck
Attorneys at Law
735 S.W. 1st Avenue
Portland, Oregon 97204

Of Attorneys for Plaintiff
Donald Sandau

/s/ WILLIAM F. CLORAN

WILLIAM F. CLORAN OSB# 72050
Assistant Attorney General
Of Attorneys for State of Oregon
450 Justice Building
Salem, Oregon 97310
Telephone: 378-6313

12/12/84/jep/#14

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ROBERT M. KERR
LAMAR TOOZE
L. GUY MARSHALL
ARDEN E. SHENKER
CHAS. R. HOLLOWAY, III
PAUL R. DUDEN
STEPHEN R. FRANK
WM. G. SHERIDAN, JR.
MICHAEL J. GENTRY
NEALE E. CREAMER
ROBERT M. GREENING, JR.
ELIZABETH A. TRAINOR
ERIC J. NEIMAN
DAVID R. SIMON
MONTGOMERY W. COBB

LAMAR TOOZE, SR.
1895-1971

ADMITTED IN OREGON, WASHINGTON AND CALIFORNIA

December 11, 1984

Tillamook County Circuit Court
Tillamook County courthouse
201 Laurel Avenue
Tillamook, OR 97141

Attention Nicki Steele

Re: Sandau v. The Port of Nehalem
Case No. 22-736

This letter is to confirm our telephone conversation of December 5, 1984, in which I requested a postponement of the hearing on third-party defendant State of Oregon's motions to dismiss, strike and make more definite and certain, currently scheduled for December 17, 1984, at 1:40 p.m. I have spoken with opposing counsel who has agreed to a postponement. We would like to have the matter set down for hearing on either January 14, 1985, or January 21, 1985. We make this request for a postponement because we are attempting to settle certain matters in this case. Thank you very much for your immediate attention to this matter.

Elizabeth A. Trainor

EAT:jc

cc-Mr. William F. Cloran

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiff, v. THE PORT OF NEHALEM, Defendant-Third Party Plaintiff, v. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation, Third Party Defendants.	No. 22-736 MOTIONS TO DISMISS, TO STRIKE, AND TO RENDER MORE DEFINITE AND CERTAIN

Comes now third-party defendant State of Oregon and moves the court for its orders as follows:

1. For an order dismissing the third-party complaint of the captioned matter due to the fact that third-party complaint was filed more than ninety days after service of plaintiff's complaint in the principal action and was filed without first obtaining leave from the court as required by ORCP Rule 22c.

2. For an order dismissing the third-party plaintiff's first claim for relief for failure to plead ultimate facts sufficient to constitute a claim. ORCP Rule 21A(8). The facts pled do not contain allegations of ultimate facts sufficient to establish any duty owed by third-party defendant to plaintiff in the principal action which is required in order to maintain an action for

///

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PHONE 378-4400

indemnity. Fulton Insurance Company v. White Motor Corp., 261 Or 206, 493 P2d 138 (1972).

3. For an order dismissing third-party plaintiff's first claim for relief for failure to state claims separately as required by ORCP Rule 16B, or in the alternative, for an order requiring third-party plaintiff to render its complaint more definite and certain pursurant to ORCP Rule 21D by pleading separate claims for indemnity and breach of contract. Third-party plaintiff in its unique style of pleading attempts to plead claims for indemnity and breach of contract under the same heading without sufficiently pleading either. This defendant is entitled to have such claims separately stated.

4. For an order dismissing third-party plaintiff's first claim for relief for failure to plead ultimate facts sufficient to constitute a claim. ORCP Rule 21A(8). The facts pleaded do not contain allegations sufficient to make out a claim for breach of contract.

5. For an order dismissing third-party plaintiff's first, second and third claims for relief pursuant to ORCP Rule 21A(8) for failure to state a claim for relief due to this defendant's sovereign immunity from the types of indemnity claims advanced by third-party plaintiff.

6. For an order striking paragraph III of the third-party complaint as a conclusion of law pursuant to ORCP Rule 21E.

7. For an order requiring third-party plaintiff to render paragraph IV, line 11 of its Third-Party Complaint more definite

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and certain by identifying which plans and specifications it alleges were prepared by the State and which it alleges were required by the State.

8. For an order requiring third-party plaintiff to render paragraphs IV, V and VI of its complaint more definite and certain pursuant to ORCP Rule 21D. One is unable to determine from the face of the complaint as written whetehr the "agreement" referred to at page 2, paragraph IV, lines 9 and 11, and the "agreement" referred to at page 2, paragraph V, lines 14 and 15, and the "agreement" referred to at page 2, paragraph VI, line 18, are one and the same or different agreements and whether or not the "agreement" referred to in each instance is the same contract which the plaintiff Sandau alleges the Port of Nehalem violated in the complaint in the principal action.

9. For an order requiring third-party plaintiff to render page 2, paragraph VI, lines 18 to 26, and paragraph VI, page 3, lines 1-4 more definite and certain pursuant to ORCP Rule 21D by specifying what "agreement" is referred to at page 2, line 18, who the parties to such "agreement" are, and whether said "agreement" is oral or in writing, to whom this defendant allegedly owed the duty to furnish documents allegedly violated at page 2, lines 20 to 22, to whom the representations alleged at page 2, lines 23 and 24 were allegedly made, to whom the representations alleged at page 2, lines 25 and 26, and page 3, lines 1 and 2, were allegedly made, to whom this defendant allegedly owed a duty to supervise the "dredging project" as

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PHONE 378-4400

alleged in page 3, line 3, and to whom this defendant allegedly owed a duty to make "adequate and timely payments" and on what dates and in what amounts third-party plaintiff alleges the duty was breached.

10. For an order dismissing third-party plaintiff's second claim for relief for failure to plead ultimate facts sufficient to constitute the claimed relief. ORCP Rule 21A(8). The facts pled in support of the claim do not contain allegations of ultimate facts sufficient to establish any duty owed by third-party plaintiff to plaintiff in the principal action.

11. For an order dismissing third-party plaintiff's second claim for relief for failure to state claims separately as required by ORCP Rule 16B, or in the alternative, for an order requiring third-party plaintiff to render the complaint more definite and certain pursuant to ORCP Rule 21D by pleading its claims separately. Third-party plaintiff has labelled its second claim for relief "Indemnity, Breach of Implied Warranty of Accuracy Against State." Actions of indemnity and breach of implied warranty are separate actions. Third-party plaintiff's unique pleading style fails to allege facts sufficient to make out a claim for either while containing some elements of each. This defendant is entitled to have plaintiff's claims separately stated.

12. For an order striking third-party plaintiff's second claim for relief as redundant pursuant to ORCP Rule 21E. The facts alleged in support of third-party plaintiff's second claim

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for relief are no more than a restatement of its first claim for relief. No warranty of the accuracy of plans and specifications exists outside of a contract setting. Paragraph VIII of the complaint is no more than a restatement of paragraph VI, page 2, lines 18 to 26. Consequently, it is redundant and subject to a motion to strike.

granted 13. For an order requiring third-party plaintiff to render paragraph VIII of its complaint more definite and certain pursuant to ORCP Rule 21D by specifying whether the alleged breach of warranty relates to contract plans and specifications of the "agreement" referred to at paragraph IV of its complaint or some other agreement. Further, that third-party plaintiff identify to whom the warranty alleged runs, to whom the representations alleged at page III, lines 13 to 21, were allegedly made, and upon what date.

allowed 14. For an order dismissing third-party plaintiff's third claim for relief for failure to plead ultimate facts sufficient to make out a claim for relief. ORCP Rule 21A(8). The pleadings attached as Exhibit A to third-party plaintiff's Third-Party Complaint make no claim against third-party plaintiff upon the tort theory of negligence. Consequently, third-party plaintiff can have no indemnity claim against defendant based upon negligence claims. Further, plaintiff in its allegations fails to allege or identify any duty owed by this defendant to plaintiff in the principal action or any matter that establishes

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PHONE 378-4400

that between third-party plaintiff and this defendant, this defendant ought to pay.

15. For an order dismissing third-party plaintiff's third claim for relief for failure to state claims separately as required by ORCP Rule 16B, or in the alternative, for an order requiring third-party plaintiff to render its complaint more definite and certain pursuant to ORCP Rule 21D by pleading its claims separately. Third-party plaintiff has labelled its third claim for relief "Indemnity--Negligence Against the State." Actions for indemnity and actions for negligence are separate actions with disparate pleading requirements. Third-party plaintiff's unique pleading style fails to allege facts sufficient to make out a claim upon either theory while attempting to include some elements of both. This defendant is entitled to know from the face of the pleadings the matters against which it has to defend and not to be forced to proceed at its peril upon surmise and conjecture induced by third-party plaintiff's failure to follow the pleading rules of this state.

16. For an order striking third-party plaintiff's third claim for relief as redundant pursuant to ORCP Rule 21E. The facts alleged as third-party plaintiff's third claim for relief are no more than a restatement of its first and second claims for relief and do not make out a claim based upon a theory of negligence. It is axiomatic that conclusions of law are to be ignored when a pleading is examined by the court upon a challenge

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by an opposing party. Brown v. Portland School Dist. No. 1, 291 Or 77, 628 P2d 1183 (1981). When the conclusion of law alleged at paragraph X, page 4, lines 2 and 3 is ignored, plaintiff's third claim for relief is no more than a restatement of its first and second claims for relief and consequently is subject to a motion to strike as redundant. ORCP Rule 21E.

17. For an order striking paragraph X, page 4, lines 2 and 3, from the Third-Party Complaint as a conclusion of law. ORCP Rule 21E.

18. For an order pursuant to ORCP Rule 21A(8) dismissing third-party plaintiff's claim for relief for failure to state facts sufficient to constitute a claim for negligence. In particular, for failure to identify any noncontractual duty owed by third-party plaintiff, any breach of duty, or any damages that third-party plaintiff suffered thereby.

19. For an order pursuant to ORCP Rule 21D requiring third party plaintiff to render paragraph X of its complaint more definite and certain by specifying by whom, to whom, and upon what date the representation referred to at page 4, lines 4 and 5, was allegedly made, what the representation was, and whether it was oral or in writing. Further, that the third-party plaintiff render page 4, lines 6 through 10, more definite and certain by identifying with specificity the "certain documents" referred to at page 4, line 6, by identifying what concerning the "certain documents" is alleged to be inaccurate, by stating what the plaintiff claims is actually the case, and by identifying who

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this defendant should have known would rely on the State's action or lack of it.

20. For an order pursuant to ORCP Rule 21A(8) dismissing third-party plaintiff's fourth, fifth and sixth claims for relief for failure to state a claim. Third-party plaintiff has identified these as claims for "contribution." Plaintiff's complaint in the principal action attempts to plead two claims for breach of contract against third-party plaintiff. The right of contribution is controlled by statute and did not exist at common law. Coos-Curry Electric v. Curry County, 26 Or App 645, 554 P2d 601 (1976). ORS 18.430(1) provides that contribution exists only among joint tortfeasors. Since plaintiff's complaint attached as Exhibit A to third-party plaintiff's Third-Party Complaint advances no claims sounding in tort, the Third-Party Complaint fails to state a claim for contribution at its fourth, fifth and sixth claims for relief.

21. For an order striking third-party plaintiff's fourth, fifth and sixth claims for relief as redundant to one another and to third-party plaintiff's first, second, and third claims for relief. ORCP Rule 21E. Paragraph XII of third-party plaintiff's complaint does no more than to restate paragraph III, substituting the word "contribution" for the word "indemnity." Since contribution cannot apply except as between joint tortfeasors, ORS 18.430(1), and since the principal action contains no allegations sounding in tort, and since the bold conclusion of law that one is liable to another in contribution

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PHONE 378-4400

is a conclusion of law to be ignored by the courts in interpreting the complaint, these claims do no more than incorporate by reference matters previously pleaded and are redundant, subject to motion to strike pursuant to ORCP Rule 21E.

allowed

22. For an order dismissing third-party plaintiff's fourth, fifth and sixth claims for relief pursuant to ORCP Rule 21A(8) for failure to state a claim for relief. An action for contribution is an action among joint tortfeasors, all of whom are liable in tort to plaintiff. ORS 18.430. Third-party plaintiff nowhere alleges facts sufficient to show this defendant liable to plaintiff in the principal action in tort and denies any liability on its own part. Consequently, its pleading is insufficient to raise the matter of contribution.

allowed

23. For an order dismissing third-party plaintiff's fourth claim for relief pursuant to ORCP Rule 16B for failure to state claims separately for the reason that claims for contribution and for breach of contract are entirely separate claims required to be separately stated. In the alternative, the third-party plaintiff's pleading style attempts to combine elements of each claim without sufficiently pleading either. Defendant is entitled pursuant to ORCP Rule 21D to have third-party plaintiff render its claims more definite and certain by stating them separately.

allowed

party

24. For an order dismissing third plaintiff's fourth claim for relief for failure to plead ultimate facts sufficient to constitute a claim for breach of contract. ORCP Rule 21A(8).

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allowed

25. For an order dismissing third-party plaintiff's fourth, fifth and sixth claims for relief pursuant to ORCP Rule 21A(8), Oregon Constitution Article IV § 24, and ORS 30.275 for third-party plaintiff's failure to plead by giving of notice as required for tort claims, and due to defendant's sovereign immunity in the absence of notice of such claims.

allowed

26. For an order dismissing third-party plaintiff's fifth claim for relief for failure to plead ultimate facts sufficient to state a claim for breach of implied warranty, ORCP Rule 21A(8), or in the alternative, striking the claim as redundant to third-party plaintiff's second claim for relief. In particular, third-party plaintiff has failed to identify the implied warranty to third-party plaintiff allegedly breached by the defendant.

allowed

27. For an order dismissing third-party plaintiff's fifth claim for relief for failure to state claims separately, ORCP Rule 16B, or in the alternative, for an order pursuant to ORCP Rule 21D requiring third-party plaintiff to render its complaint more definite and certain by separately stating its claims. Third-party plaintiff's unique pleading style attempts to combine some elements of a claim for contribution with a claim for breach of warranty without sufficiently pleading either. Defendant is entitled pursuant to the pleading rules of this state to have third-party plaintiff's claims properly identified and separately stated to enable it to respond properly and defend itself.

allowed

28. For an order dismissing third-party plaintiff's sixth claim for relief for failure to submit a claim pursuant to ORCP

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PHONE 378-4400

Rule 21A(8) for the reason set out at motion 18 above, or in the alternative, stiking third-party plaintiff's sixth claim for relief as redundant to its third claim for relief pursuant to ORCP Rule 21E.

allowed. 29. For an order dismissing third-party plaintiff's sixth claim for relief for failure to state claims separately as required by ORCP Rule 16B, or in the alternative, for an order pursuant to ORCP Rule 21D requiring third-party plaintiff to render its complaint more definite and certain by separately stating its claims. Third-party plaintiff's unique style of pleading attempts to combine elements of a claim for contribution with elements of a claim for negligence without adequately pleading either. These are separate claims and this defendant is entitled to have them separately pleaded to enable it to properly defend itself in this matter.

allowed 30. For an order pursuant to ORCP Rule 21E striking paragraph XII of the third-party complaint pursuant to ORCP Rule 21E as a statement of conclusions of law.

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SALEM, OREGON 97310
PHONE 378-4400

The basis for these motions are more fully set forth in the Memorandum of Law which will follow.

Respectfully submitted,

DAVE FROHNMAYER
Attorney General

WILLIAM F. CLORAN OSB# 72050
Assistant Attorney General
Of Attorneys for State of Oregon
450 Justice Building
Salem, Oregon 97310
Telephone: 378-6313

DEPARTMENT OF JUSTICE
JUSTICE BUILDING
SALEM, OREGON 97310
PHONE 378-4400

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of November, 1984, I served a true copy of the within Motions to Dismiss, To Strike, and To Render More Definite and Certain which is well founded in law upon the following attorneys, by depositing it in the United States Post Office at Salem, Oregon, postage prepaid, addressed as follows:

Elizabeth A. Trainor
Tooze, Kerr, Marshall & Shenker
Attorneys at Law
333 S.W. Taylor Street
Portland, Oregon 97204

Of Attorneys for Defendant-Third Party Plaintiff
The Port of Nehalem

Joseph A. Yazbeck, Jr.
Allen & Yazbeck
Attorneys at Law
735 S.W. 1st Avenue
Portland, Oregon 97204

Of Attorneys for Plaintiff
Donald Sandau

WILLIAM F. CLORAN OSB# 72050
Assistant Attorney General
Of Attorneys for State of Oregon
450 Justice Building
Salem, Oregon 97310
Telephone: 378-6313

11/30/84/jep/#12

L. M. SCHOUBOE
JAMES H. MARVIN
ANTHONY W. FURNISS
DOUGLAS C. FARRELL
GLEN S. SHEARER
RICHARD H. DIVINE
GREGORY J. LEINEWEBER

SCHOUBOE, MARVIN & FURNISS
ATTORNEYS AT LAW
204 WILLAMETTE PARK PLAZA
6420 S. W. MACADAM AVENUE
PORTLAND, OREGON 97201

AREA CODE 503
TELEPHONE 246-7966

November 27, 1984

Elizabeth A. Trainor
Attorney at Law
Tooze, Kerr, Marshall & Shenker
333 S. W. Taylor St.
Portland, Oregon 97204

Robert L. O'Halloran
Attorney at Law
Allen & Yazbeck
735 S. W. First Ave.
Portland, Oregon 97204

William F. Cloran
Assistant Attorney General
Oregon Department of Justice
Justice Building
Salem, Oregon 97310

Re: Sandau v. Port of Nehalem v. State of Oregon, et al.
Tillamook County Circuit Court No. 22-736.

Dear Fellow Counsel:

For purposes of accomplishing the depositions of Mr. Sandau and Mr. Terry, it appears as though we are now looking at the first two weeks of January, 1985. I have indicated to Ms. Trainor that, at present, our office has no problem with that time period.

We are not averse to proceeding with those depositions in that period, providing that discovery of documents has been accomplished in order to avoid wasting valuable time and avoid the continuation of any depositions. I believe that I have indicated to all other counsel that we will make the entirety of our client's files (excepting privileged materials, of course) available to any other party extending the same courtesy. To date, only Mr. O'Halloran has so advised, but I believe Ms. Trainor and Mr. Cloran have indicated that they will probably reciprocate. It would be appreciated if they would indicate their willingness or lack thereof as soon as possible.

We are ready to participate in pleading games to obtain documents, but we feel that, if this case is to be moved along, such would only waste time, especially considering the venue of this action.

Re: Sandau v. Port of Nehalem v. State of Oregon, et al.
Tillamook County Circuit Court No. 22-736.

I would like to accomplish as much document discovery as possible during my free time blocks in the week of December 3, 1984. Mr. O'Halloran, I will have my secretary contact your office to arrange for a review of all of the Sandau files at your offices during that week, if that is acceptable to you. At the same time, your office can arrange for a time for you to review Wilsey and Ham's file in our office. If Ms. Trainor and Mr. Cloran are willing and able to participate in document discovery by that time, we feel that it would be to everyone's advantage.

Very truly yours,

SCHOUBOE, MARVIN & FURNISS

Richard H. Divine

RHD/jf

ALLEN & YAZBECK
ATTORNEYS AT LAW

F. GORDON ALLEN
JOSEPH A. YAZBECK, JR.

ROBERT L. O'HALLORAN
LYNNIA R. WOODS
KAREN E. STRATTON
FRED L. KOPATICH
GEORGE J. HIBBERT

735 S. W. FIRST AVENUE
STROWBRIDGE BUILDING
PORTLAND, OREGON 97204
(503) 224-2147

November 19, 1984

Elizabeth A. Trainor
Attorney at Law
333 S.W. Taylor Street
Portland, Oregon 97204

Re: Sandau v. Port of Nehalem; Tillamook County No. 22-736

Dear Elizabeth:

I have the majority of Sandau's file relating to the Nehalem project in our offices presently. Because the depositions have been rescheduled, I do not know whether you still intend to review the file by the 23rd. Please give me a call and let me know what your present intentions are.

We had discussed the possibility of depositions on December 11th. Joe Yazbeck's calendar is full that day, but it appears that he may be available on Wednesday or Thursday, December 12th or 13th, or Wednesday through Friday, December 19th through 21st.

By copy of this letter I am advising both Dick Divine and Bill Cloran that Sandau's file will be available for review in our offices at any mutually convenient time.

Very truly yours,

Robert L. O'Halloran

RLO/mle

cc: Richard H. Divine
William F. Cloran
Sandau Dredging

ALLEN & YAZBECK
ATTORNEYS AT LAW

F. GORDON ALLEN
JOSEPH A. YAZBECK, JR.

ROBERT L. O'HALLORAN
DONNIA K. WOODS
KAREN E. STRATTON
FRED L. KOPATICH
GEORGE J. HIBBERT

735 S.W. FIRST AVENUE
STROWBRIDGE BUILDING
PORTLAND, OREGON 97204
(503) 224-2147

November 12, 1984

Elizabeth A. Trainor
Attorney at Law
333 S.W. Taylor Street
Portland, Oregon 97204

Re: Sandau v. Port of Nehalem;
Tillamook County No. 22-736

Dear Ms. Trainor:

As it turns out, the 26th will not be a convenient date for depositions in this matter. We would suggest that the depositions of Mr. Terry and Mr. Sandau be reset, perhaps on Wednesday or Thursday, December 19th or 20th.

By copy of this letter, I am also requesting that Mr. Marvin and the Justice Department contact us as to whether the new proposed date poses any undue burden.

Mr. Sandau is assembling his files relating to the Nehalem project. I will contact you as soon we have them available to set up a convenient time for you to review and copy documents.

Very truly yours,

Robert L. O'Halloran

RLO/mlc

cc: Donald Sandau
James Marvin
David Frohnmayer

ALLEN & YAZBECK
ATTORNEYS AT LAW

F. GORDON ALLEN
JOSEPH A. YAZBECK, JR.
ROBERT L. O'HALLORAN
LYNNIA R. WOODS
KAREN E. STRATTON

735 S.W. FIRST AVENUE
STROWBRIDGE BUILDING
PORTLAND, OREGON 97204
(503) 224-2147

RECEIVED
NOV 09 1984
ATTORNEY GENERAL
SALEM OREGON

November 8, 1984

Elizabeth A. Trainor
Attorney at Law
333 S.W. Taylor
Portland, Oregon 97204

Re: Sandau v. The Port of Nehalem, et al.; Tillamook County
No. 22-736

Dear Ms. Trainor:

This is to confirm our telephone conversation and to give all counsel fair warning of the depositions which are currently set for Monday, November 26, 1984 commencing at 9:00 a.m. in your offices.

I am fairly sure that we will have no problem producing Mr. Sandau on that date, and it seems as though you will have no problem producing Mr. Terry as well. We have not yet had an opportunity to review Mr. Terry's files. I would appreciate it if we could have that opportunity at or prior to the time of the deposition. If you have any problem with this, please let me know.

I am going to wait until I have a chance to confirm my client's availability on that date before I send out a deposition notice.

As agreed, you will make arrangements for the court reporter.

As soon as I have assembled Mr. Sandau's documents I will call you to set up a convenient time for your review and copying.

If there are any problems with this schedule I will contact you and all counsel immediately.

Very truly yours,

Robert L. O'Halloran
RLO/mle
cc: James Marvin
David Frohnmayer
Donald Sandau

REPORT OF DISMISSAL

L- 12146

R- _____

Reported to Commission: _____

Defendants: Port of Nehalem, third party State (OSHD), Wilsey & Ham

Section: Nehalem River Bridge

Highway: Coast Highway County: Tillamook

Date Complaint Filed: 10-30-84

REMARKS:

The Port of Nehalem attempted to shift responsibility for a differing site condition from itself to the State using theories of contribution and indemnity. A motion to dismiss filed by the State has successfully disposed of all claims. The time to refile has now expired. Refiling is possible but unlikely.

William F. Gloss
Signature of Attorney

Concurrence of Chief Counsel

cc: John McCulloch
J. B. Boyd
M. M. Mead
Adele Egan
Region Engineer

REPORT OF SETTLEMENT OR DISPOSITION
CASES OTHER THAN CONDEMNATION

L- 8590

R- _____

Reported to Commission: _____

Name of Case: Sandau v. Port of Nehalem

Cause of Action: Breach of ontract County: Tillamook

Demands of Plaintiff: Indemnity of $233,000.00

Settlement: $10,000.00

REMARKS: This claim was settleed for the cost of trial. The Port was sued by a dredging contractor for defective plans and specifications. The State agreed to pay the Port at cost up to $3.25 per cu. for embankment in place. The State paid $2.51. The contractor claimed an increase in costs due to nature of the material. The contractor settled with the Port for $20,000. We agreed to pay $10,000 of the increase in dredging costs.

Signature of Attorney

Concurrence of Chief Counsel

cc: John McCulloch
M. M. Mead
Adele Egan
Marilyn McHugh

REPORT OF SETTLEMENT OR DISPOSITION
CASES OTHER THAN CONDEMNATION

L- _____

R- _____

Reported to Commission: _____

Name of Case: Sandau v Port of Nehalem

Cause of Action: Breach of Contract County: Tillamook

Demands of Plaintiff: indemnity of $33,00

Settlement: $10,000

REMARKS:

This claim was settled for the cost of trial
The Port was sued by a dredging contractor for
defective plans and specifications. The state agreed to
pay the Port at cost up to $3.25 per cu.
for embankment in place. The state paid $2.51. The
contractor claimed an increase in costs due to
nature of the material. The contractor settled with
the Port for $20,000.
he agreed to pay $10,000
of the increase in dredging
costs.

William F Cox
Signature of Attorney

_____
Concurrence of Chief Counsel

cc: John McCulloch
M. M. Mead
Adele Egan
Marilyn McHugh

Chet Anderson - 325 4732

1. agreement w/ Port to arrange

2. Port Arranged for Engineer to write up a K.

3. They, Port, drew them up. Took cross sections. Who decided what kind of mtl

4. Kind of mtl yes one knew - Region 2 Bldg Phil Steyer - region file - HQ - Port of Ptehlem

5. Types of mtl at other locations - imply at this location - Port Engineers hired - drew up K doc

6. Engineer - Thom Murray Ports Engineer -

7. Chet supervised roadway fill

8 Jerry Marshall - Attorney for Port - Allen Terry was their Inspector - Port's Atty w/ Landau

30.260 et

Lichl v. The Dalles General Hospital 280 OR 613, 571 P2d 149 (1977)

h. Prosser, Handbook of the Law of Torts § 51 at 313

ORS 18.440(5)

indemnity is quasi contract Owings v. Lee 262 OR 247, 497 P2d 1183 (1972)

active negligence precludes liability (1.34)
Johnson v. Star Machinery Co 270 OR 694, 530 P2d 53 (1974) Redfield v. Wead, Johnson & Co 266 OR 273, 512 P2d 776 (1973)

ORCP Rule 22

St Paul Fire and Marine v. Crosette Bros 256 OR 576, 495 P2d 69 (1970).
Riggs v. New Jersey etc Plate Glass Co 126 OR 404, 270 P 479 (1928)

no allegation that state prepared contract

ORS 30.140(1)

Restatement of Torts (2d) 886 comment i

Lapman Rolfe v. Teeples and Thatcher 269 Or 528,
522 P2d 467 (1974)

Clerk

10/30/84
3:20 p.m.
Fran Lushenko

In the CIRCUIT Court of the State of Oregon

For the County of TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING,
Plaintiff

vs.

THE PORT OF NEHALEM,
Defendant

AND

THE PORT OF NEHALEM,
Third Party Plaintiff

vs.

STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION; and WILSEY & HAM, INC., a foreign corporation,
Third Party Defendants

No. 22-736

THIRD PARTY SUMMONS

To STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, c/o Attorney General Dave Frohnmayer, Department of Justice, 100 Justice Building, Salem, Oregon *Third Party Defendant*

You are hereby required to appear and defend the third party complaint filed against you in the above entitled action within thirty (30) days from the date of service of this summons upon you, and in case of your failure to do so, for want thereof, third party plaintiff(s) will apply to the court for the relief demanded in the third party complaint.

NOTICE TO THE THIRD PARTY DEFENDANT: READ THESE PAPERS CAREFULLY

You must "appear" in this case or the other side will win automatically. To "appear" you must file with the court a legal paper called a "motion" or "answer." The "motion" or "answer" must be given to the court clerk or administrator within 30 days along with the required filing fee. It must be in proper form and have proof of service on the third party plaintiff's attorney or, if the third party plaintiff does not have an attorney, proof of service upon the third party plaintiff.

If you have any questions, you should see an attorney immediately.

/s/Elizabeth A. Trainor
SIGNATURE OF OREGON RESIDENT ATTORNEY

ELIZABETH A. TRAINOR
TYPE OR PRINT NAME OF RESIDENT ATTORNEY

STATE OF OREGON;
County of Multnomah } ss.

I, the undersigned attorney of record for the third party plaintiff, certify that the foregoing is an exact and complete copy of the original summons in the above entitled action.

Elizabeth A. Trainor
ATTORNEY OF RECORD FOR THIRD PARTY PLAINTIFF(S)

TO THE OFFICER OR OTHER PERSON SERVING THIS SUMMONS: You are hereby directed to serve a true copy of this third party summons, together with a true copy of the third party complaint mentioned therein, upon the individual(s) or other legal entity(ies) to whom or which this third party summons is directed, and to make your proof of service on the reverse hereof or upon a separate similar document which you shall attach hereto.

Post office address at which papers in the above entitled cause may be served by mail.

/s/Elizabeth A. Trainor
ATTORNEY(S) FOR THIRD PARTY PLAINTIFF(S)

L-8589

FORM No. 992—THIRD PARTY SUMMONS. 1/1/80
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE. 97204

April 11, 1994

Charles P. Wallgren, III
Attorney at Law
[illegible]
Portland, Oregon [illegible]

Re: Lyndon v. Dept. of Wildlife
[illegible] No. 91726 (Our File No. 1-11111)

Dear Mr. Wallgren:

[illegible]

Sincerely,

[illegible]

cc: Peter M. [illegible], Jr.
[illegible]
[illegible]
Don Kelly

9467
SP

ORT COMPLAINT - SUMMARY

ATTORNEY: Hampton

TYPE: Auto _____ Non Auto X

DATE SERVED: 4/5/84 (by mail)

DATE OF INCIDENT: 12/5/81

APPEARANCE DUE: _____

DAMAGES: 1st claim
General $203,871.41
2nd claim
Special $ 29,135.00

Other _____

ADJUSTER: Kelm

COPIES TO: Tort Claims X Trial X Other _____

Hampton

STATE OF OREGON

INTEROFFICE MEMO

TO: John McCulloch, Chief Counsel, Trial Div. DATE: April 2, 1984
Department of Justice

FROM: Ron Kelm, Claims Representative
Risk Management Division

SUBJECT: Donald Sandau, dba Sandau Dredging vs. Port of Nehalem
Tillamook County Circuit Court No. 22736
Claim Number: L12298
Insured Public Body: Port of Nehalem
Dates of Coverage: August 30, 1980 through August 30, 1983

Please find our entire original file concerning the above referenced lawsuit.

The basis of the lawsuit appears to be founded in a breach of contract thus this division was reluctant to voluntarily provide the Port a defense against this suit. We subsequently sought Bill Nessley's advice regarding our duty to defend. Mr. Nessley has verbally indicated that he considers this a close call, but felt we would be best served by providing a defense under a reservation of rights. It is also my understanding that we may wish to move for a declaratory judgment regarding our duties to defend and/or indemnify. Mr. Nessley indicated he would be supplying us with his analysis of this situation and immediately upon its receipt a copy will be forwarded for your information.

In the meantime, we request that you proceed with defense of this case under a reservation of rights and contact the Port's present attorney, Chuck Holloway of Tooze, Kerr and Marshall. Mr. Holloway's address is 333 S.E. Taylor, Portland, Oregon 97204. Phone: 223-5181.

Mr. Holloway has been verbally informed of our position on this matter, i.e., we will provide a defense under a reservation and likely seek a declaratory action.

Should you or the attorney to which this is assigned have any questions, please call or contact Bill Nessley.

RGK:de/0727G

81-125-1367

STATE OF OREGON INTEROFFICE MEMO

TO: Bill Nessly, Ass't. Attorney General
Appellate Division, Dept. of Justice

DATE: March 27, 1984

FROM: Jim Wesely, Claims Manager
Risk Management Division

SUBJECT: Sandau Dredging v. Port of Nahalem -- L12298

On May 6, 1983, we provided you with a copy of our file requesting your opinion as to our duty to defend. To date we have not received your response.

It's getting embarrassing, Bill, we have to give the Port of Nehalem an answer. Please respond.

JW:dg

3/27/84 - ZELLA SCHWARTZENHAUER PORT OF NEH. CALLED PORT COUNSEL MEETING 3/28 - WANTED ANSWER. THIS PROMPTED JIM W. TO CALL NESSLEY - NESSLEY RELATED - WILL CONFIRM WITH A MEMO
(1) CLOSE CALL - COULD GO EITHER/WAY
(2) BEST WAY TO GO IS TO PROVIDE A DEFENCE ~~BUT IMEDIATELY FILE FOR DECLARITORY ACTION~~ UNDER A RESERVATION OF RIGHTS AND THEN FILE A DECLARATORY ACTION.

3/28/84 - CALLED CHUCK HOLLOWAY - INFORMED HIM THAT WE WILL BE PICKING UP DEFENCE OF PORT UNDER A RESERVATION OF RIGHTS AND WILL IMMEDIATELY MOVE COURT FOR DECLARATORY JUDGEMENT - HE SAID IT SHOULD BE ~~AS~~ RAISED IN TILLAMOOK COUNTY OR THEY WILL MOVE TO HAVE IN d'ed TO THAT COUNTY

TOLD HIM WE HOPED TO GET THIS TO TRIAL AT BY END OF WIC - THEY ARE IN PROCESS OF FILING AN ANSWER. RGK

81-125-1387

TO JIM WESELY
CLAIMS MGR
RISK MGT DIVISION

FROM DEPARTMENT OF GENERAL SERVICES
RISK MANAGEMENT DIVISION
1225 Ferry Street S.E.
SALEM, OREGON 97310
Phone: 378-4706

DONALD SANDAU DBA SANDAU DREDGING V. PORT OF NEHALEM / TILLAMOOK C.C. # 22736 / CLAIM # L12298 3/23/84

JIM: ANOTHER MONTH HAS PASSED SINCE MY 11TH REQUEST FOR AN OPINION FROM NESSLEY. I FEEL IT IS IMPORTANT THAT WE TAKE A POSITION RE DEFENCE OF PORT. HOWEVER, I ALSO FEEL WE NEED NESSLEYS OPINION PRIOR TO TAKING A POSITION - HOW DO WE GET NESSLEYS OPINION? RON K.

PLEASE REPLY TO → ~~SIGNED~~

DATE | SIGNED

SEND WHITE AND PINK COPIES WITH CARBONS INTACT. PINK COPY IS RETURNED WITH REPLY.

UN RISK MGTS' DUTY TO PROVIDE A DEFENSE!

PLEASE REPLY TO → SIGNED RON K

CC JIM WESELY - CLMS MGR RISK MGT DIV.
11TH REQUEST

JIM: CAN YOU THINK OF ANYWAY WE CAN GET NESSLEY TO MOVE ON THIS OR ANYOTHER WAY TO GET THE PORT AN ANSWER? RON K. 2/27/84

DATE | SIGNED

SEND WHITE AND PINK COPIES WITH CARBONS INTACT. PINK COPY IS RETURNED WITH REPLY.

DETACH THIS COPY – RETAIN FOR ANSWER

TO WILLIAM NESSLEY A.A.G.
APPELLATE DIVISION
JUSTICE

FROM DEPARTMENT OF GENERAL SERVICES
RISK MANAGEMENT DIVISION
1225 Ferry Street S.E.
SALEM, OREGON 97310
Phone: 378-4706

DONALD SANDAU DBA SANDAU DREDGING V PORT OF NEHALEM/ TILLAMOOK COUNTY CIRCUIT CT #22736/CLAIM #L12298 2/27/84

BILL: PLEASE FIND ZELLA C. SCHWARTZENHAUER'S (ADMINISTRATIVE SECT. FOR PORT OF NEHALEM) LETTER OF 2/24/84 TO LINDA DICKENSON IN-WHICH IT IS REQUESTED THAT RISK MGT PROVIDE A DEFENSE AGAINST THE ABOVE LAW-SUIT. WE AGAIN REQUEST THAT YOU PROVIDE US WITH YOUR OPINION ON RISK MGTS' DUTY TO PROVIDE A DEFENSE!

PLEASE REPLY TO → SIGNED RON KDM

CC JIM WESELY - CLMS MGR RISK MGT DIV.
11TH REQUEST

JIM: CAN YOU THINK OF ANYWAY WE CAN GET NESSLEY TO MOVE ON THIS OR ANYOTHER WAY TO GET THE PORT AN ANSWER? RON K. 2/27/84

DATE | SIGNED

SEND WHITE AND PINK COPIES WITH CARBONS INTACT. PINK COPY IS RETURNED WITH REPLY.

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Port of Nehalem

P. O. Box G
Manzanita, Ore. 97130

February 24, 1984

Ms. Linda K. Dickenson
Administrative Assistant
Risk Management Division
Dept. of General Services
Salem, Oregon 97310

RE: Policy No. R29683

Dear Ms. Dickenson:

In accordance with the Coverage of this policy as provided in the Agreement, the Port is requesting that the State Risk Management Division defend the litigation against us in the case of Sandau vs Port of Nehalem.

The Plaintiff's motion for change of venue from Tillamook County was denied so ultimately the matter will be set for trial in this County.

Your early response would be appreciated.

Sincerely,

PORT OF NEHALEM

Zella C. Schwartzenhauer
Administrative Secretary

cc - L. Guy Marshall

RECEIVED
RISK MANAGEMENT DIVISION
FEB 27 1984
DEPT. OF GENERAL SERVICES

1982 Nehalem R. Br. Sec., Ore. 9469
Coast Hwy. SANDAU DREDGING
VS. PORT OF NEHALEM #1

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiff, v. THE PORT OF NEHALEM, Defendant-Third Party Plaintiff, v. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation, Third Party Defendants.	No. 22-736 MEMORANDUM OF LAW

AS TO PARAGRAPH 1 OF THE MOTION:

ORCP Rule 22C allows a defendant to file a third party complaint as a matter of right at any time up to 90 days following service of the complaint in the principal action. Once 90 days have expired, leave of the court is required to permit filing of a third party complaint. The rule is designed to allow the court to prevent third party actions in circumstances when to do so would delay the main action unduly or unfairly put upon the intended third party.

In the case at bar, plaintiff's complaint was served upon third party plaintiff (defendant in the principal action) on or about April 22, 1983, well over a year ago. Presumably, the parties to that litigation have been preparing for trial since then. Motions have been filed, settlement discussions held, and

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Salem, Oregon 97310

ATTN: _____

TRIAL

☐ Tax Court
☐ Supreme Court
☑ Circuit Court
☐ District Court
☐ U.S. District Court

Re: Sundeen
v. Port of Nehalem v. State of Oregon et al
Case No. 22-736
Our File No.
Memorandum of Law / Affidavit
(Title of Document)

☐ Signed , 19
☑ Filed Dec. 14, 1984
By Judge

Lynnette Bettes
(Clerk's Sig.)

SP*58288-137

presumably discovery has proceeded without involvement of the State Highway Department. A trial date has been set for March 19, 1984. Now at the eleventh hour, third party plaintiff seeks to involve this defendant in its troubles. It either hopes this defendant's activities will delay the proceeding, giving it an unfair advantage over plaintiff, or hopes that time will be so short that this defendant will be unable to adequately prepare for trial and will be forced to assume burdens that are rightfully those of third party plaintiff. The court ought not to allow such abuses of its process and ought to require third party plaintiff to seek its leave before filing so that the matters raised herein and the advisability of joining this defendant at this late date can be fully explored.

AS TO PARAGRAPH 2 OF THE MOTION:

Oregon law recognizes two kinds of indemnity claims. Claims for indemnity based upon a contract and claims for indemnity based upon common law. The Third Party Complaint in the captioned matter is so imprecise that one is unable to determine the nature of third party plaintiff's claim. At paragraph III, plaintiff simply states as a conclusion of law that this defendant is liable to third party plaintiff in indemnity. Conclusions of law are to be ignored when a pleading is challenged under ORCP Rule 21A(8). Brown v. Portland School Dist. No. 1, 291 Or 77, 628 P2d 1183 (1981); Pickett v. Washington County, 31 Or App 1263, 572 P2d 1070 (1977); Chemical Storage v. Day/Mann, 14 Or App 515, 513 P2d 1193 (1973);

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Baker Hotel v. Employees Local No. 161, 187 Or 58, 207 P2d 1129 (1949).

Absent plaintiff's conclusory allegation that indemnity is owed, no ultimate facts are pled sufficient to allege either that third party defendant for due consideration executed a promise in writing complying with the Statute of Frauds to answer for third party plaintiff's liability to another, or, that the elements for common law indemnity set out in Fulton Insurance Co. v. White Motor Corp., 261 Or 206, 493 P2d 138 at 140-141 (1973) are present. In particular, the essential element of an allegation that third party defendant owes an obligation to plaintiff in the principal action is wholly absent. What appears from the pleadings taken as whole is that third party plaintiff entered into separate agreements with this defendant and with plaintiff in the principal action. Third party defendant has no connection with plaintiff. Third party plaintiff is independently liable for any failures to abide by its contract with plaintiff and independently warranted its documents and agreed to payments. This defendant has no obligation to indemnify third party plaintiff for duties independently owed to plaintiff. Piehl v. The Dalles General Hospital, 280 Or 613, 571 P2d 149 (1977). The claim ought to be dismissed.

AS TO PARAGRAPH 3 OF THE MOTION:

Third party defendant State of Oregon moves the court for an order dismissing third party plaintiff's first claim for relief for failure to state claims separately. ORCP Rule 16B. Oregon

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retains the pleading rule requiring the separate statement of claims. See staff comment of the Staff of the Council on Court Procedures summarized in Merrill, Oregon Rules of Civil Procedure: 1984 Handbook, page 37. Third party plaintiff has not complied.

At line 16 of page 1 of the Third Party Complaint, third party plaintiff styles its claim as "Indemnity - Breach of Contract." The theories of indemnity and breach of contract are legally and factually separate matters. The elements of an indemnity claim were summarized by the Oregon Supreme Court in the case of Fulton Insurance Company v. White Motor Corp., 261 Or 206, 493 P2d 138 at 140-141 (1972). Those elements require that the third party defendant must be liable to plaintiff in the original action for all or part of the claim made against third party plaintiff. Third party plaintiff must be called upon in the principal action to discharge that liability. Finally, matters must be alleged to show that, as between third party plaintiff and third party defendant, third party defendant is more culpable and ought to pay.

The elements of a breach of contract claim are quite another matter. A claim for breach of contract requires that one assert the existence of a contract between the parties, the terms of the agreement, the manner of alleged violation of them, and that the claiming party performed all obligations due. The matters pled must be pled with specificity. Oder v. Watt, 107 Or 600, 214 P 591 (1923).

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The allegations at paragraphs III and V of the Third Party Complaint speak to indemnity and are in no way related to a claim for breach of contract. The allegations of paragraph IV speak in contract and allege no indemnity. The allegations of paragraph VI are impossible to decipher since plaintiff's ambiguous pleading style precludes one from determining from the face of the pleadings what "agreement" is being referred to.

Third party plaintiff has comingled some of the elements of two distinct claims for relief in a way in which it is impossible to separate them and to determine which plaintiff considers its claim and which are irrelevant (ordinarily subject to a motion to strike, ORCP Rule 21E). The court ought to dismiss these comingled allegations. ORCP Rule 16B.

In the alternative, defendant requests that third party plaintiff be ordered to render its complaint more definite and certain by separately pleading its claims. ORCP Rule 21D.

AS TO PARAGRAPH 4 OF THE MOTION:

Defendant moves to dismiss third party plaintiff's first claim for relief pursuant to ORCP Rule 21A(8) for failure to state a claim.

Third party plaintiff's failure to state a claim for indemnity has been dealt with in paragraph 2 of the motion above. The comingling of claim elements in the first claim for relief requires that defendant also move against the contract theories which are apparently included in this rather confusing pleading.

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An examination of the pleading shows that the First Claim for Relief is insufficient to state a claim for breach of contract against third party defendant. To begin with, there is no allegation that a contract even exists. Paragraphs IV, V and VI of the Third Party Complaint refer to "agreements." However, with the exception of the "agreement" referred to in paragraph IV, it is impossible to tell from the face of the pleading if the "agreements" are one and the same, who the parties to the agreement might be, and what the terms are. The word "agreement" used by plaintiff is a term of art and is not legally or functionally the equivalent of the word "contract." Kornbrodt v. Equitable Trust Co., 137 Or 386, 2 P2d 236, rehearing den. 3 P2d 127 (1931). It is impossible to tell from the face of the Third Party Complaint whether the "agreement" referred to in paragraph VI is that referred to in paragraph IV or whether it is some other "agreement," (possibly the dredging contract to which the State was not a party and consequently cannot have breached).

only the ultimate mental.

Our pleading rules require that plaintiff plead the ultimate facts necessary to support its claim for relief with a fairly high level of specificity. Merrill, Oregon Rules of Civil Procedure: 1984 Handbook, page 39. The requirement of Oregon law is that the court must be able to discern from the face of the complaint, the existence of a contract, its terms, and the precise manner in which it is alleged defendant failed to comply. Oeder v. Watt, 107 Or 600, 214 P 591 (1923). The omission of

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essential elements of a claim is fatal. Harding v. Bell, 265 Or 202, 508 P2d 216 (1973). In cases where the deficiency is caused by the manner of pleading, our law does not allow the court to rescue a pleading by assuming facts to support the conclusions of the pleader. Pickett v. Washington County, 31 Or App 1263, 572 P2d 1070 (1977).

For one to find a claim in third party plaintiff's first claim for relief, it would be necessary to assume the "agreement" referred to at paragraph VI is a contract, that the state was a party to it, and that it contained terms violated by the acts alleged. Such assumptions are not only improper but operate to the prejudice of defendant by disguising the true nature of the claim asserted. Davis v. Tyee Industries, 295 Or 467, 668 P2d 1186 (1983).

Third party plaintiff has failed to plead the ultimate facts necessary to make a claim for relief and its first claim ought to be dismissed.

AS TO PARAGRAPH 5 OF THE MOTION:

At paragraph II of its Third Party Complaint, third party plaintiff alleges that the third party defendant is a public body. As such, third party defendant is immune from suit except as the legislature by general law provides. Oregon Constitution Art. IV Section 24. In the same paragraph, third party plaintiff cites ORS 30.260 et seq. as a waiver of immunity. An examination of ORS 30.260 shows that by its terms it allows suits only upon torts not upon contract. Moreover compliance with ORS 30.275

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requiring tort claim notice is a precondition to recovery. Failure to plead compliance omits an essential element of the claim. Urban Renewal Agency v. Lackey, 275 Or 35, 549 P2d 657 (1976).

Oregon law has long held that claims for indemnity do not rest upon tort but upon concepts of equity. Owings v. Rose, 262 Or 247, 262, 497 P2d 1183 (1972). ORS 30.260 is inapplicable by its terms to claims in equity. In the absence of a statute waiving immunity for equitable claims, the Supreme Court has denied recovery on the basis of sovereign immunity. Stairs v. Price, 247 Or190, 428 P2d 182 (1967). Third party plaintiff's allegation of waiver of immunity fails because the statute cited is not applicable to the facts pled as a matter of law which shows from the face of the complaint. An absence of the deficient allegations, there is no other matter pled uponwhich an allegation of waiver of immunity might rest. Such a waiver is an essential element of third party plaintiff's first, second and third claims for relief, and in absence they are fatally deficient. Urban Renewal Agency v. Lackey, supra.

AS TO PARAGRAPH 6 OF THE MOTION:

Paragraph III of the Third Party Complaint pleads no ultimate facts. The paragraph is no more than pleading a bald conclusion of law that third party plaintiff ought to be indemnified by third party defendant. Such conclusions are subject to a motion to strike as frivolous and irrelevant. ORCP Rule 21E, ORCP Rule

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18A. Baker Hotel v. Employees Local No. 161, 187 Or 58, 207 P2d 1129 (1949).

AS TO PARAGRAPH 7 OF THE MOTION:

At paragraph IV of its Third Party Complaint, third party plaintiff claims that the agreement attached as Exhibit B had plans and specifications concerning a dredging project "prepared and required" by the State. Defendant is unable to discern from this language whether third party plaintiff claims specifications were to be prepared by the State, or whether the State simply required third party plaintiff to prepare specifications which were then determined to be defective. Defendant is unable to answer or properly prepare to defend unless plaintiff pleads with some specificity as to the particulars of the transaction. Third party plaintiff ought to be required to render the paragraph more definite and certain by specifying whether third party defendant is alleged to have "prepared" or "required" the specifications and to identify the precise specifications involved.

AS TO PARAGRAPH 8 OF THE MOTION:

Defendant moves pursuant to ORCP Rule 21D that third party plaintiff be required to render paragraphs IV, V and VI of its complaint more definite and certain. Third party plaintiff has used the imprecise term "agreement" of "said agreement" in all three paragraphs. The context of its usage makes it impossible to determine if the same set of promises is intended in each case. Third party defendant is entitled to know before answering which, if any, contract is at issue, who are alleged to be the

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parties to the contract, and what material terms it is alleged to have contained. These matters are central to the defense and this defendant should not be forced by third party plaintiff's pleading errors to guess at what charges are being put forward against it.

AS TO PARAGRAPH 9 OF THE MOTION:

This motion is similar to that advanced above. Third party plaintiff's unique pleading style and use of the term "agreement" make it impossible to decipher its pleading. Attachment of Exhibit B is of no assistance since the matters alleged at paragraph VI bear little apparent relationship to Exhibit B. Exhibit B at page 2, paragraph 1, requires third party plaintiff to draft specifications and documents and to forward them to third party defendant for review. No mention is made of any of the matters listed in paragraph VI of the Third Party Complaint and it is impossible to tell from the face of the pleadings whether the "agreement" referred to relates to Exhibit B or some other "agreement." Third party defendant is entitled to a pleading from third party plaintiff which shows from its face, what agreement is referred to, what the terms are, who the parties are, and how defendant is supposed to have violated it. Oder v. Watt, supra, ORCP Rule 21D. The court should require third party plaintiff to render paragraph VI of its complaint more definite and certain.

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AS TO PARAGRAPH 10 OF THE MOTION:

Third party plaintiff styles its Second Claim for Relief as a claim for indemnity. The elements for indemnity require the indemnitee to plead facts sufficient to establish a duty owed by indemnitor to the plaintiff in the principal action. Fulton Insurance Co. v. White Motor Corp., 261 Or 206, 493 P2d 138 (1972). Failure to do so is fatal to the indemnity claim. Scovell v. TRK Trans, Inc., CA A29387 (decided November 28, 1984). Third party plaintiff's pleading is void of any allegation sufficient to establish any legal duty owed between third party defendant and plaintiff in the principal action. The conclusory allegation at paragraph III of the Third Party Complaint is insufficient to do so. Conclusions of law are to be ignored when a pleading is tested for sufficiency. Brown v. Portland School Dist. No. 1, 291 Or 77, 628 P2d 1183 (1981); Pickett v. Washington County, 31 Or App 1263, 572 P2d 1070 (1977); Chemical Waste Storage v. Day/Mann, 14 Or App 515, 573 P2d 1193 (1973); Baker Hotel v. Employees Local No. 161, 187 Or 58, 207 P2d 1129 (1949). With the conclusory allegations removed, there is simply no allegation remaining in paragraphs I, II, IV, V or VIII that establishes any liability between third party defendant and the principal plaintiff. Consequently, the Second Claim for Relief ought to be dismissed. ORCP Rule 21A(8).

AS TO PARAGRAPH 11 OF THE MOTION:

Paragraph 11 of the Motion is based upon similar grounds to paragraph 3 of the Motion. Third party plaintiff styles its

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Second Claim for Relief as "Indemnity, Breach of Implied Warranty of Accuracy Against the State." Claims for indemnity and claims for breach of warranty are two entirely separate matters. Third party plaintiff has attempted to combine elements of each claim without sufficiently pleading either. ORCP Rule 16B prohibits comingling of claims and requires that they be separately stated. Failure to do so renders the claim subject to a motion to dismiss as explained in paragraih 3 of this memorandum above.

In the alternative, defendant requests pursuant to ORCP Rule 21D that plaintiff render its complaint more definite and certain by separating its claims.

AS TO PARAGRAPH 12 OF THE MOTION:

ORCP Rule 21E provides that redundant matter is subject to a motion to strike. ORCP Rule 18A requires a plain concise statement of ultimate facts without undue repetition. An examination of paragraph VIII of the Third Party Complaint shows it to be virtually a repetition of the first portion of paragraph VI. No new matter is set forth in the claim. The conclusory allegation of breach of implied warranty are no more than the functional equivalent of the breach of contract allegations at paragraph VI.

AS TO PARAGRAPH 13 OF THE MOTION:

The grounds and authorities supporting this motion are similar to those advanced in support of paragraphs 8 and 9 of this memorandum above. This is but one more illustration of the redundancy of the pleading. Briefly, paragraph VIII of the Third

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Party Complaint is indefinite because it is impossible to determine from its face the relationship of "said contract" to the "agreements" listed in paragraphs IV and V which are incorporated by reference into the Second Claim for Relief. One cannot tell from the Second Claim who the parties to the contract are, what its terms require, and to whom the implied warranties are alleged to run. In short, none of the matters necessary for defendant to admit or deny the allegations show from the face of the complaint. Third party plaintiff thereby fails in its responsibility to plead "a plain and concise statement of the ultimate facts constituting a claim for relief . . ." (ORCP Rule 18A), while at the same time violating the rule's proscription against redundant pleading. ORCP Rule 21D grants the court the authority upon which to require plaintiff to remedy the indefiniteness and uncertainty of its pleading by requiring it to identify with specificity the contract referred to, the parties to it, the essential terms of the contract at issue, the relationship between "said contract" and the "agreements" in paragraphs IV and V of the Third Party Complaint. Finally, the third party plaintiff should identify which party if either drafted the contract referred to.

AS TO PARAGRAPH 14 OF THE MOTION:

Third party plaintiff's Third Claim For Relief simply fails as a matter of law to state a claim. To plead a claim for indemnity, third party plaintiff must plead that both third party plaintiff and third party defendant owe a legal obligation to

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plaintiff in the principal action which third party plaintiff is called upon to satisfy. Fulton Insurance Co. v. White Motor Corp., 261 Or 206, 493 P2d 138 (1972). Exhibit A to third party plaintiff's complaint shows two claims of breach of contract advanced against third party plaintiff by plaintiff in the principal action. In the absence of any tort claim against third party plaintiff calling upon it to settle up for negligence to the principal plaintiff, no claim of indemnity on that basis can be raised against third party defendant. Negligence on the part of third party defendant to third party plaintiff may give rise to an action between them if properly pleaded, but, the action is a tort claim, not a claim for indemnity.

Nor will the matters advanced as third party plaintiff's Third Claim for Relief survive scrutiny as a claim for negligence. The elements of the tort of negligence are well settled. They include duty, breach of duty, causation in fact, foreseeability and damage. Oksenholt v. Lederle Laboratories, 51 Or App 419, 625 P2d 1357 (1981). Where that tort is pled against a public body, there is an additional need to plead compliance with the notice requirements of ORS 30.275. Brown v. Portland School District No. 1, 291 Or 77, 628 P2d 1183 (1981). Failiure to plead the ultimate facts necessary to establish the claim is fatal. Harding v. Bell, 265 Or 202, 508 P2d 216 (1973). A duty imposed by contract does not suffice to meet the duty requirement for a tort claim.

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One searches plaintiff's Third Claim for Relief in vain to find any proper allegation of duty, breach, causation, foreseeability, or damage. No matter concerning compliance with ORS 30.275 is present in any form. All that is present related to negligence is a single conclusory allegation at paragraph X that "the State was negligent." Such conclusory allegations are to be ignored when the sufficiency of the pleading is challenged. Baker Hotel v. Employees Local No. 161, 187 Or 58, 207 P2d 1129 (1949). When the rule is applied, there is nothing left sufficient to plead a claim for either indemnity or negligence. What does remain is a scattering of allegations redundant to the similarly insufficient First Claim for Relief. Dismissal of the Third Claim for Relief is appropriate.

AS TO PARAGRAPH 15 OF THE MOTION:

•• This motion is raised pursuant to ORCP Rule 16B and is substantially similar to those motions discussed in paragraphs 3 and 11 above. Third party plaintiff styles its Third Claim for Relief as "Indemnity - Negligence Against the State." Claims for indemnity and claims for negligence are based upon different legal theories. The mere occurrence of a negligent act does not render one liable in indemnity. Lipman Wolfe v. Teeples and Thatcher, 268 Or 578, 522 P2d 467 (1974). In the Lipman-Wolfe case, a janitorial contractor left water on the floor of plaintiff's department store. A customer slipped on the floor and was injured. The court refused Lipman-Wolfe's claim of indemnity against the janitor, holding that while the janitor may

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have been negligent, the store owner owed an independent duty to customers to see to their safety; consequently an action for indemnity would not be upheld. See similar discussion in Piehl v. The Dalles General Hospital, 280 Or 613, 571 P2d 149 (1977), and St. Paul Fire and Marine v. Crossetti Bros., 256 Or 576, 475 P2d 69 (1970). The elements of claims for indemnity and those of claims for negligence are different. See Fulton Insurance Co. v. White Motor Corp., 261 Or 206, 493 P2d 138 (1972) (elements of indemnity) and Oksenholt v. Lederle Laboratories, 51 Or App 419, 625 P2d 1357 (1981) (elements of negligence). In indemnity, third party defendant must defend upon the claim that it is liable to plaintiff in the principal action. In a negligence claim, third party defendant must defend against claims of a duty owed third party plaintiff. ORCP Rule 16B is designed to avoid trial by ambush and surprise by requiring the separate statement of clearly identified claims. Third party plaintiff in the case at bar has failed to observe the rule and has instead comingled elements of claims for negligence with elements of indemnity, making it impossible for defendant to discern against whom to defend and upon what theory. Such violations of ORCP Rule 16B warrant dismissal of the Third Claim for Relief for failure to plead claims separately.

In the alternative, third party defendant moves for an order requiring third party plaintiff to render its claims more definite and certain by separately stating them pursuant to ORCP Rule 21D.

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AS TO PARAGRAPH 16 OF THE MOTION:

Third party defendant moves to strike third party plaintiff's Third Claim for Relief as redundant. ORCP Rule 21E. An examination of the Third Claim for Relief shows that it is no more than a redundant restatement of third party plaintiff's First and Second Claims for Relief. Indeed, when the conclusory statement that "the State was negligent . . ." is omitted as required in the interpretation of challenged pleadings, Brown v. Portland School District No. 1, 291 Or 77, 628 P2d 1183 (1981), the claim is no more than a repleading of paragraphs I to VI of the Third Party Complaint. Paragraph X pleads nothing new other than a conclusion that third party defendant was negligent. Paragraph X is simply a repleading of fragments of paragraph VI. It is redundant pleading and is subject to a motion to strike. ORCP Rule 21E.

AS TO PARAGRAPH 17 OF THE MOTION:

Third party plaintiff's statement, "the State was negligent . . ." is a bald conclusion of law subject to a motion to strike as frivolous and irrelevant. ORCP Rule 21E. The conclusion violates the requirement to plead ultimate facts at ORCP Rule 18A and does nothing more than to alert the court that third party plaintiff wishes to complain against third party defendant.

AS TO PARAGRAPH 18 OF THE MOTION:

The elements of a claim for negligence are well known. Brennen v. City of Eugene, 285 Or 401, 591 P2d 719 (1979).

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Oregon law requires that they be pled with specificity to make out a claim for relief and that the pleading be in the form of ultimate facts. ORCP Rule 18A. Failure to plead all facts necessary to make out a claim is fatal. Harding v. Bell, 265 Or 202, 508 P2d 216 (1973). Third party plaintiff has failed to plead the facts necessary to make out a claim for negligence. Consequently, it ought to be dismissed. ORCP Rule 21A(8).

AS TO PARAGRAPH 19 OF THE MOTION:

Third party defendant moves pursuant to ORCP Rule 21D to required third party plaintiff to render the allegations of paragraph X of its complaint more definite and certain. One is unable to discern from the face of paragraph X of the complaint sufficient information to respond to the allegations. The claim in which it appears purports to relate to matters of indemnity and negligence. The paragraph makes reference to "representations" allegedly made and to "certain documents." The State as a corporate defendant finds it difficult to respond to third party plaintiff's allegations without knowledge of the persons by whom the representations were allegedly made, to whom they were allegedly made, whether they were oral or in writing, and what the "certain documents" are and how those documents relate to the "agreements" referred to in paragraphs IV and V of the Third Party Complaint incorporated into this claim by reference. Plaintiff's present manner of pleading is obtuse and violates the requirement for a "plain and concise" statement of the ultimate facts necessary to make a claim. ORCP Rule 18A.

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The court should order third party plaintiff to render its claim more definite and certain pursuant to ORCP Rule 21.

AS TO PARAGRAPH 20 OF THE MOTION:

The grounds and authority are contained in the body of the motion. Plaintiff in the principal action has pled no claim in tort against third party plaintiff. Contribution has no application except to tort claims. ORS 18.440(1). No matter is pled that would render third party defendant liable in tort to the plaintiff in the principal action, therefore no claim for contribution is proper. Scovell v. TRK Trans, Inc., CA A29387 (decided November 28, 1984) at note 4.

AS TO PARAGRAPH 21 OF THE MOTION:

Third party defendant moves to strike the Fourth Claim for Relief as redundant. The elements of contribution are set out in the recent case of Scovell v. TRK Trans, Inc., supra. To make a claim for contribution, one must plead facts sufficient to establish that third party plaintiff and defendant are joint tortfeasors, that both are liable in tort to plaintiff in the principal action, and that third party plaintiff has been called upon to satisfy the entire liability which third party defendant ought under statute to share. Our pleading rules require the pleading of ultimate facts to establish the elements necessary. The bare allegation that one is liable to another "in contribution" is no more than a conclusion of law. Conclusions of law are to be ignored when a pleading is construed. Brown v. Portland School District No. 1, 291 Or 77, 628 P2d 1183 (1981).

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JUSTICE BUILDING
SALEM, OREGON 97310
PHONE 378-4400

When the conclusion of law is omitted in this case, the language of third party plaintiff's Fourth Claim is precisely the same as that of the First Claim which is redundant. The claim is therefore subject to a motion to strike. ORCP Rule 21E.

AS TO PARAGRAPH 22 OF THE MOTION:

Third party plaintiff fails to allege anywhere in its Fourth, Fifth or Sixth Claims for Relief that this defendant is in any way liable to plaintiff in the principal action in tort. ORS 18.440(1) states in relevant part:

> "Except as otherwise provided in this section, where two or more persons become jointly or severally liable in tort for the same injury to person or property or for the same wrongful death, there is a right of contribution among them even though a judgment has not been recovered against all or any of them. <u>There is no right of contribution from a person who is not liable in tort.</u>" (Emphasis added.)

The statute is by its terms exclusive. Failure to plead ultimate facts necessary to establish that third party plaintiff and third party defendant are liable in tort as joint tortfeasors to plaintiff in the principal action omits a necessary element of each of the three claims, without which they may not be maintained and are subject to a motion to dismiss. ORCP Rule 21A(8).

AS TO PARAGRAPH 23 OF THE MOTION:

The grounds for this motion are similar to those advanced in support of the motions 3, 11, and 15. The elements of claims for contribution are controlled by statute and are set out at paragraphs 21 and 22 of this memorandum. Claims for contribution

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have no life outside of the law of torts. ORS 18.440(1). Claims for breach of contract have no place in the law of torts. Comingling elements of claims for contribution and breach as third party plaintiff attempts to do is a clear violation of pleading rules which require the separate statement of claims. ORCP Rule 16B. Comingling elements of contribution and breach of contract is a legal non sequitur. Third party plaintiff's Fourth Claim for Relief is subject to a motion to dismiss.

In the alternative, third party defendant moves that third party plaintiff be called upon to render its complaint more definite and certain by separately stating its claims. ORCP Rule 21D.

AS TO PARAGRAPH 24 OF THE MOTION:

Third party defendant moves to dismiss third party plaintiff's Fourth Claim for Relief for failure to state a claim for breach of contract. ORCP Rule 21A(8). When stripped of the allegations of contribution, the Fourth Claim is no more than a restatement of the First Claim for Relief in precisely the same language. The points and authorities in support of this motion are the same as those set out in paragraph 4 of this memorandum and will not be repeated here in the interest of brevity.

AS TO PARAGRAPH 25 OF THE MOTION:

Third party defendant moves for an order dismissing third party plaintiff's claims for contribution for failure to comply with ORS 30.275 which requires the giving of notice of a tort claim within 180 days of its occurrence as a condition precedent

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to waiver of sovereign immunity from suit in tort. Pleading of compliance is a condition precedent to recovery and failrue to do so omits an essential element of third party plaintiff's claims. Urban Renewal Agency v. Lacky, 275 Or 35, 549 P2d 657 (1976). Neither third party plaintiff nor plaintiff in the principal action alleges complaince with ORS 30.275 nor any facts which grant the court jurisdiction over the tort aspects of a claim for contribution. The conclusory allegation that the State of Oregon and its public bodies are subject to suit is insufficient to allege the giving of notice. Article IV Section 24 of the Constitution of Oregon provides third party defendant with immunity from suit unless the terms of ORS 30.275 are complied with.

AS TO PARAGRAPH 26 OF THE MOTION:

• Stripped of elements alleging contribution which are irrelevant due to the lack of any allegations sounding in tort in the principal action, the Fifth Claim for Relief does no more than to parrot the Second Claim for Relief to which it is redundant. The matters set out concerning third party plaintiff's Second Claim for Releif in paragraph 12 of this memorandum are equally applicable here. The points and authorities will not be repeated in the interest of brevity. A motion to strike is proper under ORCP Rule 21E. In addition, third party plaintiff's failure to allege to whom the warranty runs omits an essential element of its claim, rendering the claim subject to a motion to dismiss. ORCP Rule 21A(8).

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AS TO PARAGRAPH 27 OF THE MOTION:

Paragraph 27 of the motion moves to dismiss third party plaintiff's Fifth Claim for Relief for failure to state claims separately, ORCP Rule 16B, or in the alternative requires that third party plaintiff render its claims more definite and certain by separately stating them. ORCP Rule 21D. This motion is similar to those discussed at paragraphs 3, 11, 15 and 23. Third party plaintiff in this instance attempts to comingle elements of a claim for contribution founded upon ORS 18.440 with a claim for breach of implied warranty. One action relates to contract, the other to torts; combining them is improper and violates the "plain and concise" pleading requirement of ORCP Rule 18A. In the alternative, third party defendant requests that the court order third party plaintiff to render the claims more definite and ceratin by separately stating them. ORCP Rule 21D.

AS TO PARAGRAPH 28 OF THE MOTION:

Third party plaintiff's Sixth Claim for Relief is simply a repetition of its Third Claim for Relief with a conclusory allegation of "contribution" substituted for "indemnity." The failure to plead a claim for negligence is identical since the allegations are identical. In the interest of brevity, third party defendant refers the court to the argument set out at paragraph 18 of this memorandum above and moves to dismiss the claim pursuant to ORCP Rule 21A(8) for failure to state a claim.

Additionally, third party defendant points out that, absent the conclusory allegations of contribution, this claim is no more

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than a redundant restatement of the matter contained at third party plaintiff's Third Claim for Relief and subject to a motion to strike. ORCP Rule 21E.

AS TO PARAGRAPH 29 OF THE MOTION:

This motion against third party plaintiff's Sixth Claim for Relief is made upon the same grounds as the motions discussed at paragraphs 3, 11, 15, 23 and 27 of this memorandum. In brief, third party plaintiff attempts to combine elements of a claim for common law negligence with a claim for contribution. While allegations of negligence are entirely proper in a claim for contribution where it is alleged that the joint negligence of third party plaintiff and third party defendant resulted in harm to plaintiff in the principal action, that is not what is alleged here. Indeed, an examination of Exhibit A to the Third Party Complaint shows that it is void of any claim sounding in tort. Third party plaintiff makes no allegation that third party defendant owed any duty of due care to plaintiff in the principal action. What third party plaintiff apparently seeks to do is to plead to independent claims, one for contribution and one for negligence in a single claim for relief. Such pleading violates ORCP Rule 18A which requires plain statements, and ORCP Rule 16B which requires the claims to be separately stated. A motion to dismiss the claim is proper.

In the alternative, third party defendant moves that third party plaintiff render its claims more definite and certain by separately stating them. ORCP Rule 21D.

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AS TO PARAGRAPH 30 OF THE MOTION:

Paragraph XII of the Third Party Complaint does no more than state a bold conclusion of law. The conclusion that third party defendant is liable to third party plaintiff alleges no matter of fact, and is subject to a motion to strike. ORCP Rule 21E.

Respectfully submitted,

DAVE FROHNMAYER
Attorney General

/s/ WILLIAM F. CLORAN

WILLIAM F. CLORAN OSB# 72050
Assistant Attorney General
Of Attorneys for State of Oregon
450 Justice Building
Salem, Oregon 97310
Telephone: 378-6313

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IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiff, v. THE PORT OF NEHALEM, Defendant-Third Party Plaintiff, v. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation, Third Party Defendants.	No. 22-736 THIRD PARTY COMPLAINT: INDEMNITY; CONTRIBUTION

Defendant-third party plaintiff The Port of Nehalem (hereinafter "The Port") for its Third Party Complaint against Third Party Defendants, alleges as follows:

FIRST CLAIM FOR RELIEF: Indemnity-Breach of Contract Against Third Party Defendant State of Oregon

I

At all times material herein, The Port was a Port organized under the provisions of ORS 777.101 et. seq.

II

At all times material herein, Third Party Defendant State of Oregon ex rel The Department of Transportation, Highway Division (hereinafter "State") was a public body subject to suit under the provisions of ORS 30.260, et seq.

TOOZE KERR MARSHALL & SHENKER
ATTORNEYS AT LAW
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PORTLAND, OREGON 97204
TELEPHONE 223-5181

III

If The Port is held responsible to plaintiff, as as set forth in plaintiff's complaint against The Port, a copy of which is attached hereto as Exhibit "A", it is due to the fault of the State as set forth hereafter and The Port is entitled to idemnity from the State, including costs and reasonable attorney's fees.

IV

On or about December 4, 1981, The Port and the State entered into an agreement under the terms of which the State and The Port agreed to conduct a dredging project in the Nehalem River under plans and specifications prepared and required by the State. A copy of said agreement is attached hereto as Exhibit "B".

V

As a result of said agreement with the State, The Port, on or about December 5, 1981, entered into an agreement with plaintiff to dredge certain portions of the Nehalem River.

VI

The State breached said agreement in one or more of the following particulars:

a. In failing to furnish accurate documents and information concerning the size, quantity and quality of the material to be dredged.

b. In representing that the material to be dredged was of a size, quality and quantity other than it was.

c. In representing that certain documents made available to contract bidders accurately reflected the size, quantity and

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quality of the material to be dredged when said documents were inaccurate.

d. In failing to properly supervise the dredging project.

e. In failing to made adequate and timely payments.

SECOND CLAIM FOR RELIEF: Indemnity, Breach of Implied Warranty of Accuracy Against the State

VII

Re-alleges paragraphs I-V.

VIII

The State breached its implied warranty of accuracy in said contract plans and specifications in one or more of the following particulars:

a. In representing that the material to be dredged was of a size, quantity and quality other than the material was.

b. In representing that certain documents made available to contract bidders accurately reflected the size, quantity and quality of the material to be dredged when said documents were inaccurate.

c. In failing to furnish accurate documents and information concerning the size, quantity and quality of the material to be dredged.

THIRD CLAIM FOR RELIEF: Indemnity - Negligence Against the State

IX

Re-alleges paragraphs I-V.

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X

The State was negligent in one or more of the following particulars:

a. In representing that the material to be dredged was of a size, quantity and quality that it was not.

b. In failing to ascertain whether certain documents purporting to accurately reflect the size, quantity and quality were accurate when the State knew or should have known that said documents were inaccurate and would be relied upon as being accurate.

c. In failing to properly supervise said dredging project.

FOURTH CLAIM FOR RELIEF: Contribution - Breach of Contract Against the State

XI

Re-alleges paragraphs I-II, IV-VI.

XII

If The Port is held responsible to plaintiff, as set forth in plaintiff's complaint against The Port, a copy of which is attached hereto as Exhibit "A", it is due to the fault of the State, as set forth herein, and The Port is entitled to contribution from the State, including costs and reasonable attorney's fees.

FIFTH CLAIM FOR RELIEF: Contribution - Breach of Warranty Against the State

XIII

Re-alleges paragraphsI-II, IV-V, VIII, XII.

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SIXTH CLAIM FOR RELIEF: Contribution - Negligence Against the State

XIV

Re-alleges paragraphs I-II, IV-V, X and XII.

SEVENTH CLAIM FOR RELIEF: Indemnity - Breach of Implied Warranty of Accuracy Against Wilsey & Ham, Inc.

XV

Re-alleges paragraphs I-II.

XVI

At all times material herein, defendant Wilsey & Ham, Inc., was a California corporation in the business of structural engineering and was authorized to transact business in the state of Oregon.

XVII

If The Port is held responsible to plaintiff as set forth in plaintiff's complaint against The Port, a copy of which is attached hereto as Exhibit "A", it is due to the fault of Wilsey & Ham, Inc., as set forth herein, and The Port is entitled to indemnity from Wilsey & Ham, Inc., including costs and reasonable attorney's fees.

XVIII

Defendant Wilsey & Ham, Inc. prepared a report of, among other things, the material and physical characteristics of the Nehalem River, including that portion which was a part of the aforesaid dredging project.

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XIX

Wilsey & Ham, Inc., breached its implied warranty of accuracy in said report in one or more of the following particulars:

a. In failing to furnish accurate information concerning the size, quantity and quality of the material characteristics of the river.

b. In representing that the material characteristics were of a size, quality and quantity other than what it was.

EIGHTH CLAIM FOR RELIEF: Indemnity - Negligence of Wilsey & Ham, Inc.

XX

Re-alleges paragraphs I, II, XVI-XVIII.

XXI

Wilsey & Ham, Inc. was negligent in one or more of the following particulars:

a. In failing to furnish accurate information concerning the size, quantity and quality of the material characteristics of the river.

b. In representing that the material characteristics were of a size, quality and quantity other than what it was.

* * *

* * *

* * *

* * *

* * *

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NINTH CLAIM FOR RELIEF: Contribution - Breach of Implied Warranties of Wilsey & Ham, Inc.

XXII

Re-alleges paragraphs I, II, XVI, XVIII, XIX

XXIII

If The Port is held responsible to plaintiff, it is due to the breach of fault of Wilsey & Ham, Inc., as set forth herein and The Port is entitled to contribution from Wilsey & Ham, Inc., including costs and reasonable attorney's fees.

TENTH CLAIM FOR RELIEF: Contribution - Negligence of Wilsey & Ham, Inc.

XXIV

Re-alleges paragraphs I, II, XVI, XVIII, XXI and XXIII.

WHEREFORE, The Port prays that if The Port is held liable to plaintiff, The Port be awarded indemnity and contribution from third party defendants, and each of them, plus The Port's reasonable attorney's fees and costs incurred herein.

TOOZE KERR MARSHALL & SHENKER

By_____
Elizabeth A. Trainor
OSB No. 78404
Attorneys for Defendant-
Third Party Plaintiff
The Port of Nehalem

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IN THE CIRCUIT FOUR OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING,	)	No.
Plaintiff,	)	COMPLAINT (Breach of Contract)
v.	)	
THE PORT OF NEHALEM,	)	
Defendant.	)	

FIRST CLAIM FOR RELIEF

Plaintiff alleges:

I.

Donald Sandau is a dredging contractor doing business in the State of Oregon under the assumed business name of Sandau Dredging. The Port of Nehalem is a port organized pursuant to ORS 777.101, et. seq.

II.

On approximately December 5, 1981, Sandau entered into a contract with the Port of Nehalem to dredge designated portions of the Nehalem River and pump the spoils into an embankment area. At the time that the Invitation for Bids was distributed, the Port also distributed a "Grain-size Distribution" Chart. This chart represented the material which was to be dredged by the successful low bidder.

III.

Sandau, in placing its bid, substantially relied upon the representations contained in the Grain-size Distribution

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A TRUE COPY
Attorneys for

EXHIBIT "A".

Chart.

IV.

When Sandau mobilized and began to perform work on the project, Sandau discovered that the material, which it was dredging, was substantially more granular than was represented in the "Grain-size Distribution" Chart.

V.

As a direct result of the fact that Sandau encountered this material differing substantially from what was represented by the Port in the Grain-size Distribution Chart, Sandau's production was substantially less than Sandau calculated in his original bid.

VI.

Sandau thus expended substantially more time and labor in dredging the required amount of materials than would have been necessary if the materials had been as represented.

VII.

SECOND CLAIM FOR RELIEF

Plaintiff realleges paragraphs I and II.

IX.

The contract between Sandau and the Port of Nehalem was a unit-price contract pursuant to which Sandau was paid a specified price per cubic yard for each yard placed in an embankment.

X.

The contract required that the embankment be measured

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"in place" by survey.

XI.

The Port of Nehalem failed to pay Sandau for the total number of cubic yards placed in the embankment.

XII.

Sandau is owed an additional $29,135.00 for material placed in the embankment for which the Port of Nehalem did not pay Sandau.

WHEREFORE, Sandau prays for judgment as follows:

1. $203,871.41 on its FIRST CLAIM FOR RELIEF;

2. $29,135.00 on its SECOND CLAIM FOR RELIEF, with interest pursuant to Oregon Revised Statute 279.575.

ALLEN & YAZBECK

JOSEPH A. YAZBECK, JR.

By_____
JOSEPH A. YAZBECK, JR., OSB# 77400
Of Attorneys for Plaintiff

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503 224 2147

MCH:pf
9/29/81

Misc. Contracts & Agreements
No. 7575

COOPERATIVE AGREEMENT

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, Highway Division, hereinafter referred to as "State"; and the PORT OF NEHALEM, a municipal corporation, acting by and through its Board of Commissioners, hereinafter referred to as "Port".

W I T N E S S E T H

RECITALS

1. For the purpose of furthering the development of a highway system adapted in all particulars to the needs of the people of the State of Oregon and for the promotion of the safe and expeditious flow of traffic, State plans and proposes to construct the Nehalem River Bridge Section of the Oregon Coast Highway, State Primary Highway No. 9, in Tillamook County, Oregon.

2. Port has deemed it necessary and desirable to conduct dredging operations in the Nehalem River in order to provide for community recreational safety, commercial traffic and flood control; and State and Port have determined that certain rights-of-way in the vicinity, which is controlled by State, would serve as a suitable, approved spoils area for dredged material.

3. By the authority granted in ORS 366.770 and 366.775, State and Port may enter into agreements for the construction, reconstruction, improvement, repair or maintenance of any road, highway, street or bridge with the allocation of costs on terms mutually agreeable to the contracting parties.

NOW, THEREFORE, the premises being in general as stated in the foregoing RECITALS, and in consideration of the mutual obligations contained herein, and of the benefits which will accrue to State and Port, the parties hereto pledge complete cooperation, each with the other, in order to accomplish effectively those things set forth and agreed to in this agreement.

STATE OBLIGATIONS

1. State hereby grants Port the right to enter into and occupy State highway rights-of-way, for the period beginning October 1, 1981 and ending March 1, 1982, for the purpose of placing dredged materials as embankment in place.

EXHIBIT "B"

2. State shall establish right-of-way limits, lines and grades for the placement of material, and furnish Port with plans, profiles and quantity estimates for embankment in place. State and Port staff engineers shall mutually determine side slopes of the embankment material to be placed as directed by State.

3. State shall review and approve all work schedules, specifications and plans for temporary direction and protection of traffic prior to any work proceeding by Port, its agents or contractors.

4. State shall require that all work performed under this agreement, including site preparation, drainage facilities, material handling and embankment material in place, shall be in strict conformance with the contract plans and specifications, a copy of which shall be attached hereto and become a part hereof, and in substantial compliance with applicable provisions of any contracts entered into by Port. Payment for embankment material in place shall be on the basis of measurement of original ground elevations prior to the placement of any embankment material and final remeasure of embankment material in place. Measurement and payment for embankment material in place will be made on a monthly basis.

5. State reserves the right to enter or occupy any part of the premises at any time to perform acts necessary or proper in connection with highway construction, maintenance or operation, and for the purpose of inspection to determine Port compliance with the terms of this agreement, and for purposes deemed to be in the public interest.

6. State agrees that it will not make any claims against Port for any damage or injury to any property of State or any unauthorized person on state highway rights-of-way.

7. Final payment of any balance due Port will be made promptly after completion of the work and its acceptable by State. State may audit Port's records prior to payment of the final billing.

PORT OBLIGATIONS

1. Port shall forward to State, through the Region 2 Engineer, all work schedules, specifications, contract documents and plans for the temporary direction and protection of traffic for State review and approval prior to proceeding with any work (or prior to advertisement for bid proposals).

2. Port shall assume responsibility for rerouting or detouring of traffic during the time period of this agreement, and shall furnish, install and maintain all signs, signals, lights, barriers, etc., at its sole cost and no expense to State.

3. Port shall furnish and install the necessary dredging facilities and place all embankment material within the right-of-way boundaries to lines and grades established by State. Embankment material shall be placed in accordance with limitations of the equipment used and with the standard dredging tolerances and practices to the height, width and at the rate required by the plans provided by State. Tolerances of $\pm$ one (1) foot are considered normal and acceptable for dredging operations.

4. Port shall identify and obtain all required permits and/or releases to utilize, sever, construct, reconstruct, etc., any existing facilities affected by the proposed work to be performed by Port or its contractor.

5. Port shall indemnify and hold State harmless from any claim, suit or action of whatsoever nature for damage to property or injury to or death of any person or persons, resulting from or arising out of Port's use and occupancy of state highway right-of-way.

6. The cost records and accounts pertaining to the work covered by this agreement are to be kept available for inspection by representatives of State for a period of three (3) years after final payment. Copies shall be made available upon request.

GENERAL PROVISIONS

1. State and Port mutually agree and understand that, as a tentative estimate, a maximum of approximately one hundred ten thousand (110,000) cubic yards of embankment material shall be placed as directed by State to a maximum cost to State of $_____ per cubic yard. Actual total embankment quantities shall be determined by the cross-section remeasure method specified in Paragraph 4 under State Obligations. State shall reimburse Port for actual costs incurred for engineering, attorney and secretarial services plus the actual cost of ditch excavation, embankment in place, erosion control, and seeding and mulching required by the plans. Port shall obtain State concurrence with bid proposals prior to award of a contract.

2. State and Port also mutually agree and understand that the time period of this agreement shall be October 1, 1981 through March 1, 1982. This agreement may be terminated by either party at any time if, for any reason, no meaningful work is accomplished for a period of 30 calendar days after December 1, 1981 or work has not been initiated by January 1, 1982, or upon giving thirty days written notice to the other party. The agreement may also be terminated by either party upon giving ten days written notice to the other party for failure to comply with any provisions of this agreement.

3. The parties hereto agree that during the time period of this agreement it may, from time to time, become necessary or convenient to mail certain notifications to the parties. Such notifications shall be mailed via Registered or Certified Mail to the laision persons listed below:

C. O. Fredrickson, Region Engineer
Oregon State Highway Division
2960 E. State Street
Salem, Oregon 97310

Andrew Laglor, President
The Port of Nehalem
P.O. Box G
Manzanita, Oregon 97130

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

This project (Nehalem River Bridge Section) was approved by the Oregon Transportation Commission on May 20, 1980 as a part of the Six Year Highway Improvement Program (page 19).

This Oregon Transportation Commission, by a duly adopted delegation order, authorized the State Highway Engineer to sign this agreement for and on behalf of the Commission. Said authority is set forth in the Minutes of the Oregon Transportation Commission.

APPROVAL RECOMMENDED

/s/
Region Engineer

STATE OF OREGON, by and through
its Department of Transportation,
Highway Division

/s/ K. S. Coulter
State Highway Engineer

Date 12-4-81

THE PORT OF NEHALEM, by and through
its Commission

By /s/
President

IN THE CIRCUIT FOUR OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING,	)	No.
Plaintiff,	)	COMPLAINT (Breach of Contract)
v.	)	
THE PORT OF NEHALEM,	)	
Defendant.	)	

FIRST CLAIM FOR RELIEF

Plaintiff alleges:

I.

Donald Sandau is a dredging contractor doing business in the State of Oregon under the assumed business name of Sandau Dredging. The Port of Nehalem is a port organized pursuant to ORS 777.101, et. seq.

II.

On approximately December 5, 1981, Sandau entered into a contract with the Port of Nehalem to dredge designated portions of the Nehalem River and pump the spoils into an embankment area. At the time that the Invitation for Bids was distributed, the Port also distributed a "Grain-size Distribution" Chart. This chart represented the material which was to be dredged by the successful low bidder.

III.

Sandau, in placing its bid, substantially relied upon the representations contained in the Grain-size Distribution

A TRUE COPY
Of attorneys for

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ATTORNEYS AT LAW
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Chart.

IV.

When Sandau mobilized and began to perform work on the project, Sandau discovered that the material, which it was dredging, was substantially more granular than was represented in the "Grain-size Distribution" Chart.

V.

As a direct result of the fact that Sandau encountered this material differing substantially from what was represented by the Port in the Grain-size Distribution Chart, Sandau's production was substantially less than Sandau calculated in his original bid.

VI.

Sandau thus expended substantially more time and labor in dredging the required amount of materials than would have been necessary if the materials had been as represented.

VII.

SECOND CLAIM FOR RELIEF

Plaintiff realleges paragraphs I and II.

IX.

The contract between Sandau and the Port of Nehalem was a unit-price contract pursuant to which Sandau was paid a specified price per cubic yard for each yard placed in an embankment.

X.

The contract required that the embankment be measured

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"in place" by survey.

XI.

The Port of Nehalem failed to pay Sandau for the total number of cubic yards placed in the embankment, which it was dredging, was substantially more than was represented in the "Gr... Sandau is owed an additional $29,135.00 for material placed in the embankment for which the Port of Nehalem did not pay Sandau. As a direct result of the fact that Sandau encountered this mater... represented by the Pl... $203,871.41 on its FIRST CLAIM FOR RELIEF; Sandau's ... $29,135.00 on its SECOND CLAIM FOR RELIEF, with interest pursuant to Oregon Revised Statute 279.575.

ALLEN & YAZBECK

JOSEPH A. YAZBECK, JR.

By _____
JOSEPH A. YAZBECK, JR., OSB# 77400
Of Attorneys for Plaintiff

VII.

... Plaintiff realleges paragraphs I and II.

IX.

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... contract required that the embankment be measured

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735 S.W. 1ST AVE
PORTLAND, OREGON 97204
503 224 2147

CERTIFICATE — TRUE COPY

I hereby certify that the foregoing copy of ..... *is a complete and exact copy of the original.*

Dated ....., *19*.....

.....

Attorney(s) for .....

ACCEPTANCE OF SERVICE

Due service of the within ..... *is hereby accepted on* ....., *19*....., *by receiving a true copy thereof.*

.....

Attorney(s) for .....

CERTIFICATES OF SERVICE

Personal

I certify that on ....., *19*....., *I served the within* ..... *on* ..... *attorney of record for* ..... *by personally handing to said attorney a true copy thereof.*

.....

Attorney(s) for .....

At Office

I certify that on ....., *19*....., *I served the within* ..... *on* ..... *attorney of record for* ....., *by leaving a true copy thereof at said attorney's office with his/her clerk therein, or with a person apparently in charge thereof, at* ....., *Oregon.*

.....

Attorney(s) for .....

Mailing

I certify that I served the foregoing on the following attorneys on the 1st *day of* July, *19*83, *by mailing to each a true and correct copy thereof, certified by me as such, addressed to said attorneys at the address of each shown below, and deposited in the United States mail on said day with sufficient postage, in a sealed envelope, at the post office at Portland, Oregon:*

Robert L. O'Halloran
Joseph A. Yazbeck, Jr.
735 Sw. First Avenue
Strowbridge Building
Portland, Oregon 97204

TOOZE KERR MARSHALL & SHENKER
ATTORNEYS AT LAW
333 S W. TAYLOR STREET
PORTLAND, OREGON 97204
TELEPHONE (503) 223-5181

.....

Of Attorneys for Defendant

.....

L12298 - RaR

TOOZE KERR MARSHALL & SHENKER
ATTORNEYS AT LAW
333 S. W. TAYLOR STREET
PORTLAND, OREGON 97204
TELEPHONE (503) 223-5181

ROBERT M. KERR
LAMAR TOOZE
L. GUY MARSHALL
ARDEN E. SHENKER
CHAS. R. HOLLOWAY, III
PAUL R. DUDEN
STEPHEN R. FRANK
WM. G. SHERIDAN, JR.
MICHAEL J. GENTRY
FARRAND M. LIVINGSTON
NEALE E. CREAMER
ELIZABETH A. TRAINOR
ERIC J. NEIMAN
DAVID R. SIMON

LAMAR TOOZE, SR.
1895-1971

July 1, 1983

RECEIVED
RISK MANAGEMENT DIVISION
JUL 05 1983
DEPT. OF GENERAL SERVICES

Mr. Jim West
Mr. Ronald G. Kelm
Risk Management Division
Claims Representative
Department of General Services
P. O. Box 14015
Salem, Oregon 97309

Gentlemen:

Re: Sandau v. Port of Nehalem

You failed to accept or reject the tender of defense by June 10, 1983. As I explained in my letter of May 12, 1983, an appearance was due by July 5. No extension was granted. Therefore, enclosed is a copy of the motion we have filed. Additionally, I am sending you a copy of plaintiff's motion to change venue. The date of July 18, 1983, has been set for argument of that motion, but it is probable that that date will be reset.

Very truly yours,

Charles R. Holloway, III

CRH:jc
Encl.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiff, v. THE PORT OF NEHALEM, Defendant.	No. 22-736 MOTION TO STRIKE AND MAKE MORE DEFINITE AND CERTAIN

Defendant moves the court for an order striking, or in the alternative, making more definite and certain plaintiff's FIRST CLAIM FOR RELIEF on the grounds and for the reason that plaintiff has failed to state sufficient facts to set forth a cause of action, or in the alternative defendant is unable to determine the precise nature of the charge against it.

* * *

ARGUMENT

Plaintiff's complaint is designated as a complaint for "Breach of Contract." Yet, the FIRST CLAIM FOR RELIEF is for misrepresentation. Paragraph II refers to representations made in a grain-size distribution chart. In paragraph III plaintiff alleges he relied upon the representations in that chart. And in paragraph VI plaintiff claims that he was damaged because the material was not as represented.

This is a claim which sounds in tort, not contract. A breach of contract is defined as "* * *a nonperformance of any contractual duty of immediate performance." Restate of Torts,

TOOZE KERR MARSHALL & SHENKER
ATTORNEYS AT LAW
333 S W. TAYLOR STREET
PORTLAND, OREGON 97204
TELEPHONE 223-5181

§ 312. Plaintiff has failed in the case at bar to allege any contractual duty, defendant's failure to perform such duty, or plaintiff's right to immediate performance.

Alternatively, if plaintiff has alleged fraud in the guise of a claim for relief for breach of contract, then plaintiff has failed to allege all of the necessary elements. Musgrave v. Lucas, 193 Or 401, 410, 238 P2d 780 (1951). The necessary elements as stated in Musgrave, supra, are:

1. Material representation;

2. Its falseness;

3. Knowledge of its falsity or ignorance of its truth;

4. Intention that the representation be acted upon in a manner reasonably contemplated;

5. His ignorance of its falsity;

6. His reliance on the truth of the representation, his right to rely thereon.

Furthermore, plaintiff must allege, assuming this is actually a tort claim, that he complied with Oregon Tort Claims Act, ORS 30.260 et seq, and that his damage is within the contemplation and limitation set forth in ORS 30.270.

TOOZE KERR MARSHALL & SHENKER

By _____
Charles R. Holloway, III
Attorneys for Defendant

TOOZE KERR MARSHALL & SHENKER
ATTORNEYS AT LAW
333 S W. TAYLOR STREET
PORTLAND, OREGON 97204
TELEPHONE 223-5181

IN THE CIRCUIT COURT FOR THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiff, v. THE PORT OF NEHALEM, Defendant.	No. 22-736 MOTION FOR CHANGE OF VENUE

Pursuant to ORS 14.110, plaintiff hereby moves the court for an order granting a Change of Venue in the above-captioned action to Multnomah County. In support of this motion, plaintiff relies on the affidavit of Donald Sandau, attached hereto as Exhibit A, and its memorandum of law, filed separately.

ALLEN & YAZBECK

ROBERT L. O'HALLORAN

ROBERT L. O'HALLORAN, OSB#
Of Attorneys for Plaintiff

ALLEN & YAZBECK
ATTORNEYS AT LAW
735 S.W. 1ST AVE.
PORTLAND, OREGON 97204

IN THE CIRCUIT COURT FOR THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiff, v. THE PORT OF NEHALEM, Defendant.	No. 22-736 AFFIDAVIT OF DONALD SANDAU

STATE OF OREGON)
)ss.
County of)

I, DONALD SANDAU, being duly sworn and on oath, depose and say as follows:

I am the president of Sandau Dredging, plaintiff in the above-captioned action and this motion for change of venue is not made for the purpose of delay.

On April 7, 1983, the local newspaper in Tillamook published two feature articles regarding my claim against the Port of Nehalem. One of these articles was an editorial, attached hereto as Exhibit 1, which characterizes my claim as a "frivolous suit", and goes on to state:

> "Anybody can file a suit and get a lawyer on a 50/50 split deal and ante up the $54.00 for a filing fee and then take a chance that they might win. I guess it is a better route than low bidding on a job, this way you only have a 50/50 chance of losing your shirt and might just hit the jackpot."
>
> "Now we come to the part where all the tax-

ALLEN & YAZBECK
ATTORNEYS AT LAW
735 S.W. 1ST AVE
PORTLAND, OREGON 97204

payers in the Port district should get mad and file a counter suit."

Based on these and other comments in the local newspaper, I believe that the local jury pool will be so prejudiced against me that I cannot expect an impartial trial in Tillamook County.

Further, the counsel retained by each party are located in Multnomah County. The convenience of the parties would be promoted by changing venue of this action to Multnomah County.

Donald Sandau

Donald Sandau

SUBSCRIBED AND SWORN TO before me this 24 day of May, 1983.

Marie Nassance

NOTARY PUBLIC FOR ALASKA
My Commission Expires: 5-25-83

ALLEN & YAZBECK
ATTORNEYS AT LAW
735 S.W. 1ST AVE
PORTLAND OREGON 97204

Dredging Contractor Files Suit Against Port

On April 4, 1983 a Summons and a Complaint was received by the Port of Nehalem, by Certified Mail, stating that Donald Sandau, dba Sandau Dredging was suing the Port of Nehalem for a total of $233,006.41.

The following text is from the complaint filed in the Lincoln County Circuit Court in Newport, Oregon:

First Claim for Relief

Plaintiff alleges:

I.

Donald Sandau is a dredging contractor doing business in the State of Oregon under the assumed business name of Sandau Dredging. The Port of Nehalem is a port organized pursuant to ORS 777.010, et.seq.

II.

On approximately December 5, 1981, Sandau entered into a contract with the Port of Nehalem to dredge designated portions of the Nehalem River and pump the spoils into an embankment area. At the time that the Invitation for Bids was distributed, the Port also distributed a "Grain-size Distribution" Chart. This chart represented the material which was to be dredged by the successful low bidder.

III.

Sandau, in placing its bid, substantially relied upon the representations contained in the Grain-size Distribution Chart.

IV.

When Sandau mobilized and began to perform work on the project, Sandau discovered that the material, which it was dredging, was substantially more granular than was represented in the "Grain-size Distribution" Chart.

V.

As a direct result of the fact that Sandau encountered this material differing substantially from what was represented by the Port in the Grain-size Distribution, Sandau's production was substantially less than Sandau calculated in his original bid.

VI.

Sandau incurred additional costs in the amount of $203,871.41, as a direct result of the Port's misrepresentation of the materials.

Second Claim For Relief

VIII.

Plaintiff realleges paragraphs I and II.

IX.

The contract between Sandau and the Port of Nehalem was a unit-price contract pursuant to which Sandau was paid a specified price per cubic yard for each yard placed in an embankment.

X.

The contract required that the embankment be measured "in place" by survey.

XI.

The Port of Nehalem failed to pay Sandau for the total number of cubic yards placed in the embankment.

XII.

Sandau is owed an additional $29,135.00 for material placed in the embankment for which the Port of Nehalem did not pay Sandau.

Wherefore, Sandau prays for judgment as follows:

1. $203,871.41 on its First Claim for Relief.

2. $29,135.00 on its Second Claim for Relief, with interest pursuant to Oregon Revised Statute 279.575.

Allen & Yazbeck
Joseph A. Yazbeck, Jr., OSB#77400
Of Attorneys for Plaintiff

The following text is from the complaint filed in the Lincoln County Circuit Court in Newport, Oregon:

First Claim for Relief

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I.

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III.

Sandau, in placing its bid, substantially relied upon the representations contained in the Grain-size Distribution Chart.

IV.

When Sandau mobilized and began to perform work on the project, Sandau discovered that the material, which it was dredging, was substantially more granular than was represented in the "Grain-size Distribution" Chart.

V.

As a direct result of the fact that Sandau encountered this material differing substantially from what was represented by the Port in the Grain-size Distribution, Sandau's production was substantially less than Sandau calculated in his original bid.

VI.

Sandau thus expended substantially more time and labor in dredging the required amount of materials than would have been necessary if the materials had been as represented.

VIII.

Plaintiff realleges paragraphs I and II.

IX.

The contract between Sandau and the Port of Nehalem was a unit-price contract pursuant to which Sandau was paid a specified price per cubic yard for each yard placed in an embankment.

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Allen & Yazbeck
Joseph A. Yazbeck, Jr.,
OSB#77400
Of Attorneys for Plaintiff

heeler, Oregon

Editorial Opinion o.. Low Bids

RECEIVED
MAY -5 '83

, Paul Rouse:

What we have here, citizens of e Port of Nehalem District, is, my opinion, a frivolous suit ed by Sandau and his torney.

The following is the SHRAPPEL* story appear- g in the Nov. 19, 1981 issue of e bid opening. You can read r yourself the figures.

Bids on the Nehalem River dging project for the new ghway 101 bridge were ened by the Port of Nehalem iday, November 13, 1981 at e Wheeler City Hall.

The work consisted of annel dredging and removing 1,000 cubic yards by draulic pipeline to the State ghway fill site. Further work as to be the ditch excavation 827 cubic yards of material d then seeding and mulching e 11 acres of fill and to also ovide 7,300 square yards of osion netting.

Sandau Dredging of Salem, regon was apparent low dder with a total bid of 22,009.75. The high bidder as Terra Contracting from hady Grove, Oregon with a tal bid of $595,735.00. Marine onstruction & Dredging, Inc. Mount Vernon, Washington as next low bidder with a total d of $344,090.00 and Nehalem ver Dredging of Nehalem was the middle with a total bid of 417,046.00.

The Port of Nehalem and its ngineer, Tom Murray, will eck the bids and qualifi- tions of the bidders before warding the bid for the redging job, which is to be mpleted not later than March 1982.

Sandau now claims he should have $233,006.41 in addition to his low bid figure, which would make a total of $555,016.16 which puts his figure right up with the top bid of $595,735.00.

This is where the low bid system stinks. Instead, all four bids should have been totaled and divided by four with the bidder closest to that figure getting the job. The average bid is used in other countries to the betterment of all concerned.

The main fault in the low bidder system is that if the low bidder can't make it, the bonding company has to step in and finish the contract. Another is like this Sandau who came in low and took the contract and now is saying he was fooled by the Port and feels they took advantage of him and now he wants a quarter million damages.

Anybody can file a suit and get a lawyer on a 50/50 split deal and ante up the $54 for a filing fee and then take a chance that they might win. I guess it is a better route than low bidding on a job, this way you only have a 50/50 chance of losing your shirt and might just hit the jackpot.

Now we come to the part where all the taxpayers in the Port District should get mad and file a counter suit. Sandau lives in Marion County, he is suing the Port of Nehalem that is located in Tillamook County, hires a lawyer in Multnomah County and this lawyer files the suit in Newport, Oregon located in Lincoln County, and I'm asking why? I called Joseph Yazbeck, Jr. to ask this question and, as yet, he has not returned my call.

April 5, 1983, 3:09 p.m.

The attorney for Sandau just returned my call and I asked him why the suit was filed in Newport in Lincoln County instead of either Multnomah County or Tillamook County. His answer was, "Well, I should check on that, it might have been a mistake. It should have been filed in the county of the Port. If it's Tillamook County then it will have to be changed." He agreed that it made more sense to have it filed in the

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IN THE CIRCUIT COURT FOR THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING, Plaintiff, v. THE PORT OF NEHALEM, Defendant.	No. 22-736 MEMORANDUM IN SUPPORT OF MOTION TO CHANGE VENUE

Plaintiff has moved this court for an order granting a change of venue on the grounds that the inhabitants of Nehalem County have been exposed to inflammatory editorials in the local newspaper regarding plaintiff's claim, and in addition, that the convenience of the parties would be served by a change of venue to Multnomah County, the location of counsel for both plaintiff and the Port of Nehalem.

ORS 14.110 provides that:

> 1. The court or judge thereof may change the place of trial, on the motion of either party to an action or suit, when it appears from the affidavit of such party that the motion is not made for the purpose of delay and, either: . . .
>
> c. That the convenience of witnesses and the parties would be promoted by such change; or,
>
> d. In an action, that the judge or the inhabitants of the County are so prejudiced against the party making the motion that he cannot expect an impartial trial before said judge or in said County, as the case may be.

The determination of an application for a change of

ALLEN & YAZBECK
ATTORNEYS AT LAW
735 S W 1ST AVE
PORTLAND, OREGON 97204

venue is a matter for the exercise of discretion by the trial court. Bramwell v. Roland, 123 Or 33, 261 P 57 (1927).

Statutes which have to do with removal of an action from one local jurisdiction to another for trial have one definite purpose, that is, to promote justice by avoiding local matters of a prejudicial nature that might be detrimental to the rights of one of the parties. Such statutes should be liberally construed to attain their objects. See, e.g., Anderson v. Johnson, 1 UT2d 400, 268 P2d 427 (1954), in which the court affirmed a judgment for plaintiffs, finding no prejudicial error in the trial court's ruling transferring the action to a different county for trial.

As in the instant situation, adverse newspaper publicity prior to trial is a valid reason to grant a motion for change of venue. Arizona Water Company v. City of Yuma, 7 Ari. App. 53, 436 P2d 147 (1968); Pennsylvania R.R. Co. v. City of Reading, 254 Pa. 110 98 A 791 (1916).

In Althiser v. Richmondville Creamery Co., Inc., 13 A.D.2d 162, 215 NYS2d 122 (1961), the court affirmed the granting of defendant's motion for change of venue which had been granted on the grounds that there was reason to believe that an impartial trial could not be held in the County where the plaintiff dairy farmers resided. In affirming, the court noted:

> Appellants dispute the legal disqualification under section 455 of the Civil Practice Act of any undue proportion of the eligible jurors, but such, of course, is not the only test to be applied under

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subdivision 2 of section 187, and indeed, prejudice and bias, because more often and more readily concealed, may wield even more insidious influence. With greater reason, appellants attack the absence of more specific factual averments, but, while additional particularization might have been possible, we recognize that such is rendered difficult in many cases by the very nature of the relief and of the supposed interests and influences, and perhaps other intangibles, upon which it must be grounded; and it seems to us sufficient if there be shown facts, that is, existent influential factors, from which probable partiality in substantial degree, and upon the part of a substantial number of persons, and such as to presage appreciable and extensive influence, may reasonably be inferred; so that, in the language of the statute, "there is reason to believe that an impartial trial cannot be had." (Civ.Prac.Act, § 187, subd. 2) Thus measured, the proof upon which the order rests seems to us to meet at least the minimal requirements implicit in the statute. That being so, we will not disturb the sound exercise by Special Term of the discretion of some considerable range conferred upon it in applications of this nature. Stoddard v. President, etc of Delaware & Hudson Canal Co., 62 Hun 619, 42 NY 73, 16 NYS 621; 6 Carmody-Wait Cyc. of NY Prac., c. 48 § 48, p. 154; and cf. 56 Am.Jur., Venue, § 56 pp. 58-59.

As stated in the affidavit of Donald Saudau, inflamatory newspaper editorials make it unlikely that plaintiff can expect a fair and impartial trial in Tillamook County. Further, counsel for both plaintiff and defendant are located in

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ALLEN & YAZBECK
ATTORNEYS AT LAW
735 S.W. 1ST AVE
PORTLAND, OREGON 97204

Multnomah County, and a change of venue to Multnomah County will promote the convenience of the parties.

ALLEN & YAZBECK

ROBERT L. O'HALLORAN

ROBERT L. O'HALLORAN, OSB# 82357
Of Attorneys for Plaintiff

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ATTORNEYS AT LAW
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L13298-Mark

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ROBERT M. KERR
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FARRAND M. LIVINGSTON
NEALE E. CREAMER
ERIC J. NEIMAN
DAVID R. SIMON

LAMAR TOOZE, SR.
1895-1971

PLEASE REFER TO
OUR FILE NO.:

8338(2)/03710

May 12, 1983

Mr. Ronald G. Kelm
Risk Management Division
Claims Representative
Department of General Services
P. O. Box 14015
Salem, Oregon 97309

RECEIVED
RISK MANAGEMENT DIVISION
MAY 13 1983
DEPT. OF GENERAL SERVICES

Dear Mr. Kelm:

Re: Sandau v. Port of Nehalem

As I explained to you last week, this office represents the Port of Nehalem. At the time we met, I gave you a copy of the complaint that was filed against the Port in Tillamook County. I further explained to you that I had on behalf of the Port of Nehalem accepted service of the complaint.

It was my understanding from you that the Risk Management Division of the Department of General Services is the insurer for the Port of Nehalem. Therefore, on behalf of the Port, I am hereby tendering the defense of this case to the Risk Management Division for the purpose of defending the Port and to indemnify and hold it harmless from any judgment. Enclosed is a copy of a letter from Mr. O'Halloran, of the plaintiff's attorney's office. Please note that we obtained an extension of time in which to make an appearance to July 5, 1983. Because of the time limitations, please send me your written acknowledgement of the acceptance of this tender of defense no later than June 10, 1983. Otherwise, we will continue to defend the case and will look to the Risk Management Division for reimbursement of any settlement or judgment and all costs and expenses including attorney's fees incurred by the Port in defense of this matter.

We have an extensive file on this case and if we may be of some assistance, please let us know.

Very truly yours,

Charles R. Holloway, III

CRH:jc

cc-Mr. Stan Jud

TOOZE KERR MARSHALL & SHENKER
ATTORNEYS AT LAW
333 S. W. TAYLOR STREET
PORTLAND, OREGON 97204

CERTIFIED
P 222 737 446
MAIL

Mr. Ronald G. Kelm
Risk Management Division
Claims Representative
Department of General Services
P. O. Box 14015
Salem, OR 97309

ALLEN & YAZBECK
ATTORNEYS AT LAW

F. GORDON ALLEN
JOSEPH A. YAZBECK, JR.

ROBERT L. O'HALLORAN
LYNNIA K. WOODS

735 S. W. FIRST AVENUE
STROWBRIDGE BUILDING
PORTLAND, OREGON 97204
(503) 224-2147

May 6, 1983

Charles R. Holloway, III
Attorney at Law
333 S. W. Taylor Street
Portland, Oregon 97204

Re: Sandau v. Port of Nehalem

Dear Charles:

This letter is to confirm the fact that on behalf of plaintiff, Sandau Dredging, in the above-captioned action, we have granted you an extension until July 5, 1983, within which to appear on behalf of the Port of Nehalem.

Very truly yours,

Robert L. O'Halloran

RLO/pjl

cc: Sandau Dredging

L12298-Rgk

STATE OF OREGON
Highway Division - Region II

INTER-OFFICE MEMO
378-2626

TO: File

DATE: May 6, 1983

ORIGINAL SIGNED BY
GERALD W. WIMER

FROM: G. W. Wimer
REGION CONSTRUCTION ENGINEER

SUBJECT: Nehalem River Bridge
Dredging Project
Tillamook County

I received on May 3, 1983, from Attornies Guy Marshall and Chuck Holloway the attached breach of contract complaint between Sandau Dredging and the Port of Nehalem concerning the Nehalem River Bridge (Dredging) project.

The Port considers that we have some responsibility because of our agreement (No. 7575, 9-29-81) with the Port for purchasing material from them.

We are searching for the final remeasure records and will preserve them pending the outcome of the trial.

DLC:GWW/bah
W/Attach.

cc: Jack Sollis
Jan Peterson
Chet Anderson
Ron Kelm, Risk Management Division

RECEIVED
RISK MANAGEMENT DIVISION
MAY 11 1983
DEPT. OF GENERAL SERVICES

81-125-1387

MAY 3, 83 →

COVERAGE PERIOD - PORT OF NEHALEM (1)
8-30-80 - 83

GUY MARSHALL & CHUCK HOLLOWAY DROPED THE COMPLAINT DONALD SANDAU DBA SANDAU DREDGING V PORT OF NEHALEM / TILLAMOOK COUNTY CIRCUIT COURT BY THIS DATE.

THEY ARE ATTORNEYS FOR THE PORT OF NEHALEM AND ASKED IF WE WOULD PICK UP ~~THE~~ DEFENCE & INDEMNITY FOR THE PORT ON THE ABOVE LAW SUIT. THE FEEL THAT THE UNDERLYING CLAIM IS BASED IN TORT. — THEY FEEL THAT HWY DEPT. MAY BECOME INVOLVED. VIA 3RD PARTY COMPLAINT.

I INDICATED THAT IT APPEARED TO BE A CONTRACT ISSUE.)

NOTICE. ATT. MARSHAL SAID NO FORMAL NOTICE BUT SANDAU HAD BEEN MEETING WITH PORT FOR SOME TIME - WHICH WOULD SERVE AS NOTICE. ALSO (NOTICE VIA 4/16/82 LETTER TO COMMISIONERS, PORT OF NEHALEM.)

CHUCK HOLLOWAY INDICATE THAT PORT HAS

(2)

NO MONEY & ARE °° LOOKING TO THEIR COVERAGE VIA THEIR PARTICIPATION IN STATES SELF-INS. PROGRAM.

THEY NOW HAVE 60 DAY EXTENSION.

SHOWED COMPLAINT TO JIM WESELY HE FELT WE SHOULD HAVE BILL NESSLY REVIEW IE DUTY TO DEFEND.

RCK
5/3/83

Sardal

MEMORANDUM

To: L. Guy Marshall
From: J.S. Kingma
Date: June 17, 1982
Re: Port of Nehalem
Computer No. 03710
Cases on Contractors' Rights to Recovery When Work Conditions are not as Specified

E.H. Morrill v. State, 65 Cal 2d 787, 423 P2d 551, 56 Cal Rptr 479 (1967), involved an action by a contractor to recover labor costs sustained due to the state's misrepresentation of subsurface conditions to be encountered in excavation. The Supreme Court of California held that the trial court improperly sustained defendant's demurrer and that the pleadings state both fraudulent misrepresentation and breach of implied warranty causes of action. A specific contract provision disclaiming any descriptions of subsurface conditions by the defendant and requiring the contractor to make his own examination was found to not be effective as to the ~~sight~~ description contained in a special condition attached to the contract. Id at 553. The court relied on the facts that: (1) the special condition made no reference to the disclaimer contained in the contract; (2) the special condition did not merely summarize test findings but made a positive ascertion of fact; and (3) the state failed to disclose material facts discovered by it. Id.

In A.H. Barbour and Son, Inc. v. State Highway Commission, 248 Or 247, 433 P2d 817 (1967), the court upheld a lower court ruling that plaintiff was entitled to recover for additional work and expenses not contemplated by a bridge, sandblasting and painting contract. The Supreme Court of Oregon found that the plaintiffs had made a reasonable examination of the job site, using an experienced examiner, prior to entering into the contract and that plaintiffs had no reason to expect the unusual condition which precipitated the additional expenses. Id at 256. The contract provided for an entire bridge to be cleaned by sandblasting but because of the unusual conditions hand chipping was required. Because of the hand chipping, the amount of sandblasting and spot painting required to complete the contract was vastly increased. The specification as to method was found to be a warranty that if the method was complied with the performance would be satisfactory. Id at 257. The defendant had added change orders to the contract to provide for hand chipping and was kept aware of all extra labor and costs expended on the job. The court found that these orders

amounted to a recognition that the specification of method was faulty. Id at 258. Plaintiff could recover for the additional sandblasting because specification of method indicated what work was contemplated by the contract and all expenses incurred because of the necessity of using other methods were not contemplated in the contract. Id. This ruling was inspite of the fact that the contract stated the defendant would not be responsible for any unanticipated costs precipitated by the contractor's failure to inform himself as to all conditions pertaining to the work.

The section of the standard specifications for highway bridge construction requiring written notification before beginning work which will be the basis of a claim for extra compensation was held to be not applicable. Id at 261. Instead the court found that the work was done under another section of the standard providing for alteration by the state of details in the construction. Id. This section did not require prior written notice. Finally, the court held that because plaintiff's claim was for additional compensation pursuant to an alteration in the contract, made by the defendant, the section of the standards which gave the engineer final determination of questions concerning work performed did not apply. Id at 262-263.

General Construction Co. v. Oregon State Fish Commission, 26 Or App 577, 554 P2d 185 (1976), was an action for breach of contract brought by the builder of a fish ladder. The court held that significant errors in the plans and specifications of an existing dam, provided by the defendant, constituted material breach of contract where the inaccuracy significantly increased the cost of building a ladder. Id, at 581. The contract specifically provided for an equitable adjustment if the defendant provided inaccurate specifications. The court further held that a change order was not in accord and satisfaction of all the changes resulting from the inaccurate specifications unless that was the intention of the parties. Id, at 582. It was noted that because the fish ladder was completely submerged at the time of agreement to the change order the parties could not have known the extent of damages arising from the inaccurate specifications. The court held that where nothing but the items specified in the change order were discussed in negotiations prior to the change order there was evidence to support the trial court's finding that there was not an accord and satisfaction covering all the damages resulting from the inaccurate specifications. Id, at 583.

Finally, the court held that specifications in a contract are a warranty that compliance with those specifications will produce a satisfactory result and also that plaintiff could get a breach of contract remedy when an equitable adjustment in conformity with the contract was rejected by the defendant. Id.

General Construction Co. v. Oregon State Fish Commission, 19 Or App 485, 528 P2d 122 (1974) is an earlier ruling in the same case addressing only the questions of appealability.

JK:py

Tom

Wahalem Contract
Claim

1-11-82
1/82

1. What is normal wear on plastic pipe? Who decided 20% could be expected?
2. Who decided that there was 60% wear on plastic pipe? Was he an expert? How was it done? ~~I~~ Abnormal wear but for below 60% for all pipe
XXX 3. If total yardage pumped is considered, the sieve analysis curve would clearly ~~as~~ resemble that of Wilson & Hamm report, in my opinion. Over 50% of total yardage was more sandy than W. & H. curve in my opinion
4. Burden of proof of harm to contractor (if any) must rest with contractor. His claims are mere statements with no hard facts, in my opinion. No experts' statements.
5. A contractor should not be "bailed out" for ineffective ~~operation~~ or inefficient operation. Pipe accurred.

6. Pipe was never turned to my knowledge, to distribute wear.

7. Gravels were round & smooth & bounded thru pipe while sand dragged along bottom. In my opinion, the sand portion of the load caused most of the wear in the plastic pipe.

8. Foreman's daily logs were not legible in many cases. Am trying to decipher.

Jerry

Please pass on to Hug

6/3/82

Tom:

Attached are my reactions and reasons for recommending denial to all 9 contractor's claims.

Excuse rough sketches & shaky writing.

Allen H. Berry

att
Sheets 1-9 incl.

MODERN POWER FARM EQUIPMENT

CONTRACTOR
Synopsis

1. The Wilsey-Ham report was not a bid document or any part thereof. The report was only made available to bidders and not attached to bid form. To bid a dredging job of this type without making his own tests throughout the bar is unexcusable, in my opinion. See ¶2 page 32 of Spec "Bidders should examine the site of work and decide for themselves the character of materials."

2. Second paragraph Page 2 is not true for entire job. See state samples

3. Third paragraph Page 2. His assumption is erroneous as he has computed settlement across entire section. 50% would be more accurate. of his figures
~~However,~~ ¶ No payment for subsidence is allowed in any form.

4. Page 3 ¶. (all ¶ 1 above). Who took samples? Where taken? (station), When taken? Why were samples taken when State & Port Reps. were absent.
Contractor is required by contract to furnish the Port legible copies of daily dredge logs. We can then check his claims about production & hours of time.

MODERN POWER / FARM EQUIPMENT

5. Contractor is basing his claim on Wilsey & Ham test at mile 6.3. This test report is not a part of bidding documents.

Page 3. B. Following are main reasons for loss of time & low productivity:

a. Weather and stages of Nehalem River
b. Delay in welding struts on cutter to rep out wooden chunks.
c. Delay in installing more efficient pump impeller
d. Monitor method of dredging (without an elbow barge)
e. Dredging was only done by swinging one way across cut.

6. Page 4. The contractor's assumption of 6000 cy/day is too high in a river such as the Nehalem last winter, in my opinion.

7. Page 5. In my opinion, the "abrasion" wear on pipe was principally due to lack of proper equipment (elbow barge) which necessitated a longer pipe line with many kinks and required high pump pressure (70-90 lb/□")

B. Again he attempts to designate the Wilsey-Ham test as a contract document — which it was not.

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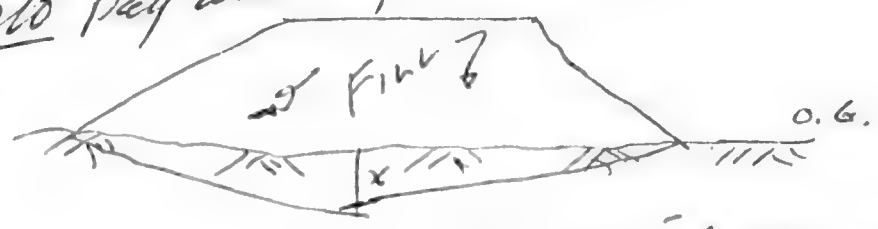
MODERN POWER FARM EQUIPMENT

8. Page 6. The 60% pipe wear claimed in excession. I observed many pipes when contractor was demobilizing at job site and Salem yard. I saw very few pipe ends that showed this much wear except when there had been a kink or bulldozer had injured pipe. Stub ends furnished contractor were not properly made, ~~so~~ causing turbulence in material flow. Wherever a kink was made, the pipe was badly worn & ~~several~~ quite a few "blew" Handling ~~of~~ pipe with inadequate straps in water contributed to failures and excessive wear.

9. Page 7 No pay for subsidence no matter how calculated or claimed. ~~Page 6~~ No 6 page 33 of Inv. for bids.— No payment shall be made for the required dredging.

10. Page 8. He assumes subsidence across entire section, which is erroneous — ½ would be more correct. No pay anyway.



X = max. subsidence — O. at toe

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MODERN POWER FARM EQUIPMENT

11. Exhibit C. These pictures probably ~~[illegible]~~ were taken after a rain (it rained almost every day) so sand would have been beaten into the fill. No location or time given for pictures or who took them.

12. Exhibits D1-D8. When were samples taken When? By whom? Dredge was working on approach channel on & near 2/17/82. Material was heavy to gravel from this area. It appears that samples were taken close to each other. The upstream end of fill (Sta 69+25 - 75+00) contains approx. 1/2 of total fill (58,000 cy. original measurement) and heavy to sand. Contractor had very difficult time "closing the gate" due to heavy clay & sand.

The State geologists took samples at Station 75+00 72+00 and 70+50 on April 28, 1982.

The sieve analysis analyzed of these samples show the heavy sand to, comparing favorably with W-H. curve.

I cannot understand how the contractor arrived at his curves unless he took them in an area [illegible] gravel.

expert shop service

12 (cont.) Why ~~did not~~ didn't the Con ~~stor~~ of fild wait ~~no~~ until the upstream end had been pumped? Samples were taken before 50% of fill had been made, therefor his samples are NOT representative & materials pumped Again, the Contractor is basing his claim on Wilsey & Ham test which was Not a part of the Spec. for Bids.

13. Exhibit E. I knew that steel piping on discharge side of pump had failed. It is my opinion that excessive pump pressures due to lack of proper equipment (elbow barge) was largely responsible. Was this piping designed by a dredge or hydraulic designer? Unless properly designed with adequate materials, rapid erosion can occur in such critical pipe sections. Suggest we contact Maskell — Robbins 3733 Cherry Ave. N.E. Salem, Ore. 97303 to ascertain what Maximum line pressures are advised for 16" plastic dredge pipe. ~~Some~~ Many of stub ends were defective — this would cause harmful erosion currents in pumped fluid.

good (ALLIS-CHALMERS parts | expert shop service

MODERN POWER FARM EQUIPMENT

Had the Contractor used an elbow barge, the pipeline could have been held straight (horizontally & Vertically) and erosion in the plastic pipe would have been held to a minimum.

Summary

~~1. The Port~~

1. The Wilsey – Ham report was not a bid document or any part thereof. This report was only made available to bidders for information. It was the Contractor's responsibility to "decide for themselves the character & materials The W-H test was taken on the downstream end of bar. The natural assumption would be that larger sized materials would be encountered as you proceeded upstream.

2. More than 50% of dredged materials – approx Stas. 70+50 to 75+00 was heavy to sand See state geologists' reports.

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MODERN POWER FARM EQUIPMENT

3. Loss of time & low productivity were due to following, in my opinion.
   a. Weather & stages of Mekalow River
   b. Delay in welding struts on cutter to repair wood chunks - production increased by ½ after struts were installed.
   c. Delay in installing more efficient pump impiller
   d. Unorthodox method of dredging in this area (Without an elbow barge)
   e. Dredging was only done by swinging one way across cut.

4. The "excessive" wear on pipe was principally due to lack of proper equipment (elbow barge) Which necessitated a longer pipe line with many kinks and required high pump pressure 70 to 90 lbs per sq. inch.

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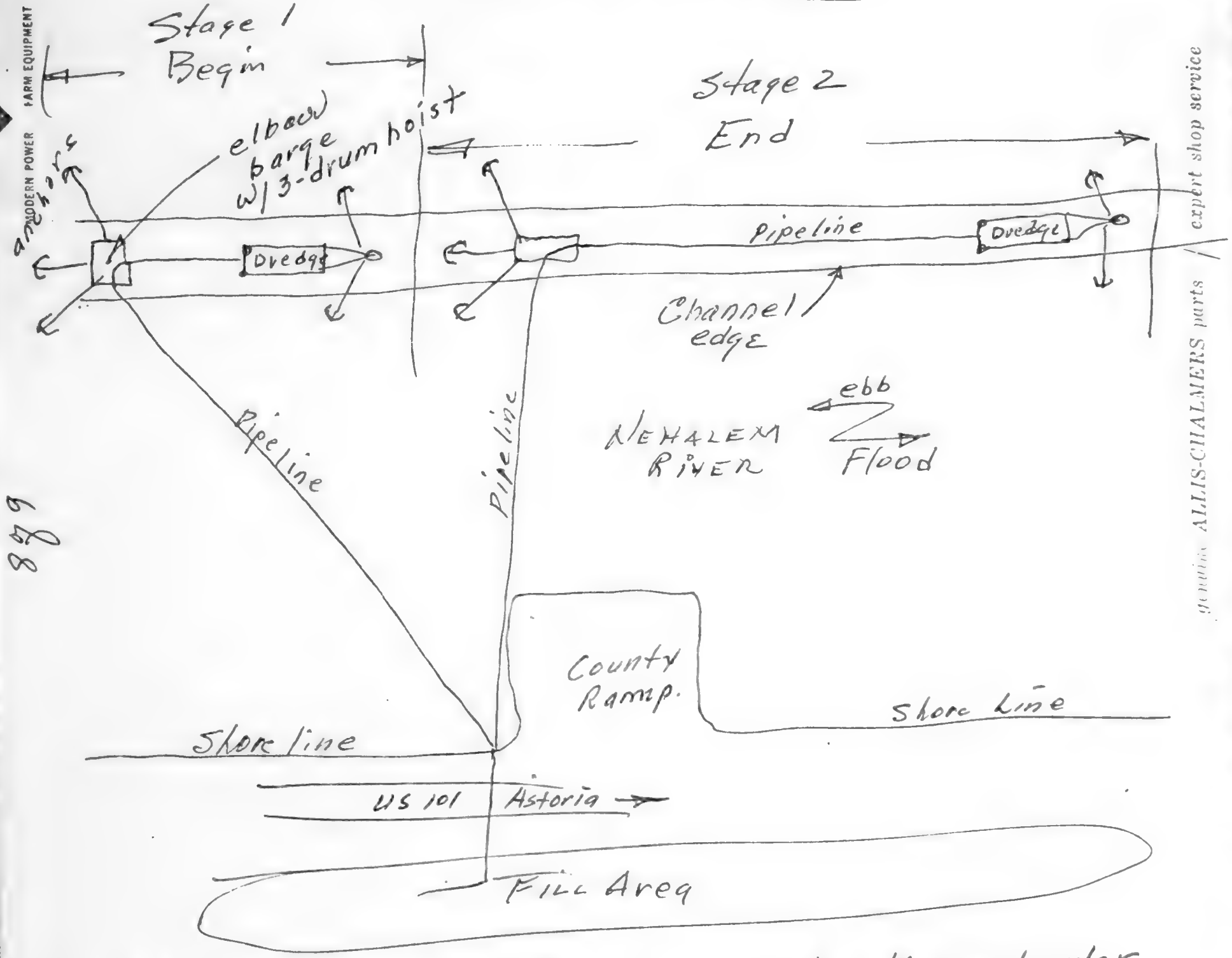
With Elbow Barge
Pipelines all TIGHT



After upstream dredging is complete, the contractor could "turn the lower pipe" to dredge downstream

MODERN POWER FARM EQUIPMENT
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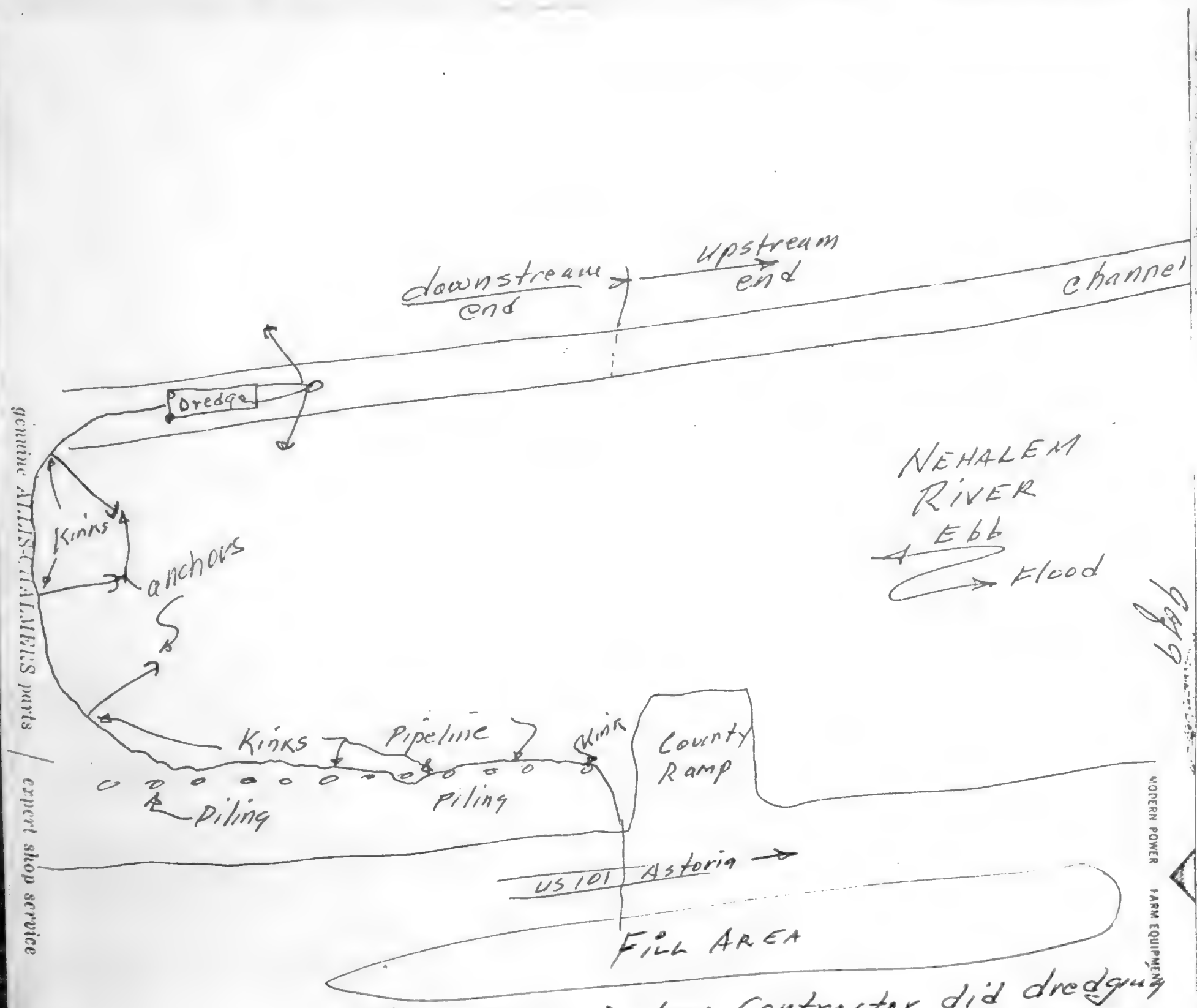

This, roughly, is how Contractor did dredging. Downstream end only shown. He could not dredge downstream.

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MODERN POWER FARM EQUIPMENT

DREDGED MATERIAL CHARACTERISTICS

During field investigations five samples of the surficial bottom sediment were collected by using a hand held grab dredge. Samples were collected at river miles 3.5 and 6.3 of the Nehalem River, from the channel leading from the Garibaldi Marina to the Old Mill Marina, from a location north of the Bay City boat basin and within the channel between Bay City and Sandstone Point and from a location in the Trask River just upstream of Dry Stocking Island.

With the exception of the sample from the Trask River, the samples collected were analyzed for soil classification and water quality characteristics. Figure 3 presents the grain size distribution for the four samples that were analyzed and Figure 2 summarizes the results of the water quality analysis.

On the basis of these analyses, a qualitative assessment of the properties of these samples is presented in Figure 1. As may be seen by examination of Figure 1, the properties of the samples from the Nehalem River and from the Bay City location are essentially similar. In discussion that follows these samples will be referred to by their Unified Soil Classification Designation which for the three similar samples is SP and for the Garibaldi sample is ML.

The sample taken from the Trask River is by visual observation a coarse to medium sand and would be classified as a SW/SP material. The properties of this material will be the same as those discussed for the SP spoils except that no assessment of water quality characteristics can be made.

SP SOILS

The primary resource value for this category of soil is its potential for use as structural, foundation fill material. This soil compacts easily and when compacted will serve as excellent subbase material for structural foundations or pavement construction. The free-draining nature of this soil makes it particularly suitable for use as fill during wet weather periods or in areas that are subject to a fluctuating water table.

The SP soil may be of value in agricultural applications if soil amendments and topsoil are added to supply nutrients. The soil would lend itself well as a fill material underlying a cover coat of topsoil particularly in areas subject to a fluctuating water table or periodic inundation.

This soil, particularly the finer sands, is highly susceptible to wind erosion and should be stabilized by seeding with a cover crop of grass. If suitably fertilized, the soil can be seeded without a cover of topsoil, but providing a cover of topsoil will greatly improve the potential for successfully establishing a cover crop of grass.

No significant adverse impact to water quality is anticipated as a result of the disposal of this soil by either hydraulic or clam-shell dredging operations. Since the soil in this category has a high sedimentation rate and has a low organic content, no special retention requirements are necessary to ensure that the dredging effluent remains within acceptable turbidity and oxygen demand levels.

ML SOILS

This category of soil is problematic in terms of resource value and upland disposal by hydraulic dredge. The poor strength, high compressibility and high sensitivity to moisture that are characteristic of soil in this category make it ill suited for use as structural fill or as pavement subbase. However, low bearing capacity fills such as for parks, parking lots, agricultural land or the like can be made with this material if the soil is either mixed with SP soils during the fill construction or placed in thin lifts between lifts of SP soil. Accomplishing mixing of the ML soil with SP soil in disposal by hydraulic dredge will be difficult due to the slow dewatering rate of the ML soil which makes it unstable as a support for construction equipment. However, if pumping can be scheduled to allow sufficient time for the ML soil to dewater, then a low quality fill can be hydraulically constructed by placing alternating layers of SP and ML soil as the fill is brought up.

This soil could be used as fill material for pasture land if the land will be well drained and the water table will remain below the fill. The salts that are present in the soil will be slow to leach out due to the impervious nature of the soil which limits its agricultural value.

The most problematic aspects of this category of soil from the standpoint of water quality are turbidity and oxygen demand in the effluent from the disposal area. Special attention will be required in design of the disposal area so that adequate retention time is achieved for sedimentation. Achieving adequate retention time in the disposal area is not likely to be a significant problem for upland disposal of clam-shell dredged material due to their limited production rate. However, for small spoil areas, the production rate of hydraulic pipeline dredges, particularly those larger than 12 inches, may be limited by the retention time requirements for the spoil area. This material is within the acceptable limits for ocean dumping disposal since the large mixing potential available will mitigate the oxygen demand created by the organic content found in the soil.

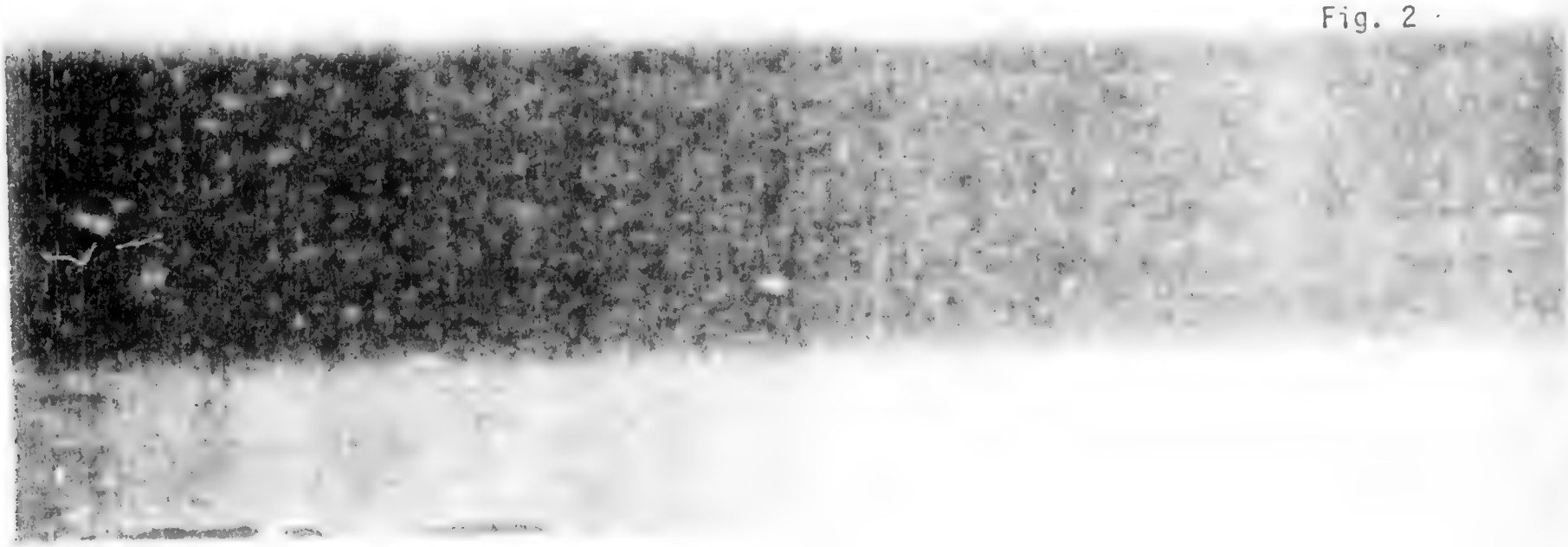
	CLASSIFICATION & CHARACTERISTIC CATEGORY	BOTTOM SEDIMENT SAMPLES CLASSIFICATION & PROPERTIES			
		NEHALEM RIVER RIVER MILE 3.5	NEHALEM RIVER RIVER MILE 6.3	BAY CITY/ SANDSTONE PT.	GARIBALDI/ MIAMI COVE
STRUCTURAL PROPERTIES	Description	Poorly Graded Medium Sand	Coarse to Medium Sand	Poorly Graded Fine Sand	Silty Sand
	Unified Soil Classification	SP	SW/SP	SP	ML
	Value as fill material for structural or pavement foundations	Excellent	Excellent	Excellent	Not Suitable
	Compressibility/ Settlement Potential	No Potential if Compacted	No Potential if Compacted	No Potential if Compacted	High Potential
	Drainage Characteristics	Free Draining	Free Draining	Free Draining	Very Impervious Slow Draining
	Field CBR	10-25	10-25	10-25	<5
	Presumptive Allowable Bearing Pressure	1500 PSF	1500 PSF	1500 PSF	Not Suitable
AGRICULTURAL	Organic Content	Negligible	Negligible	Negligible	Low
	Value as Soil for Pasture Land	Poor without Amendment	Poor without Amendment	Poor without Amendment	Good
	Value as Soil for Crops	Poor without Amendment	Poor without Amendment	Poor without Amendment	Poor due to Low Organic Content & Salts Held in Soil
WATER QUALITY	Concentration of Heavy Metals in Ellutriate	Acceptable	Acceptable	Acceptable	Acceptable
	COD Bulk Sample	Acceptable	Acceptable	Acceptable	Slightly above Acceptable
	Oil, Grease & Sulfides, Bulk Sample	Acceptable	Acceptable	Acceptable	Acceptable
DISPOSAL AREA REQUIREMENTS	Settling Rate	Rapid	Rapid	Rapid	Very Slow
	Wind Erosion Potential	High	High	High	Low
	Dewatering Rate	Rapid	Rapid	Rapid	Very Slow
	Workability with Equipment	Excellent	Excellent	Excellent	Poor
	Retention Time Required	Very Short	Very Short	Very Short	Long

Fig. 1

WATER QUALITY TEST RESULTS

	TEST PARAMETER	BOTTOM SEDIMENT SAMPLES			
		NEHALEM RIVER RIVER MILE 3.5	NEHALEM RIVER RIVER MILE 6.3	BAY CITY/ SANDSTONE PT.	GARIBALDI/ MIAMI COVE
BULK ANALYSIS, % DRY WEIGHT	Volatile Solids	8.2	8.0	6.0	13.7
	COD	3.4	6.2	4.3	39.6
	Sulfides	0.0018	0.00095	0.0018	0.039
	Oil & Grease	0.0110	0.0024	0.0080	0.0275
ELLUTRIATE ANALYSIS, PARTS PER BILLION	Copper	70	70	70	70
	Lead	<5	<5	<5	<5
	Mercury	0.3	7	0.5	<0.2
	Zinc	20	40	40	20
		Receiving Water		Receiving Water	
	Copper	50	50	70	70
	Lead	<5	<5	<5	<5
	Mercury	<0.2	<0.2	<0.2	<0.2
	Zinc	30	30	20	20

Fig. 2



GRAIN SIZE DISTRIBUTION

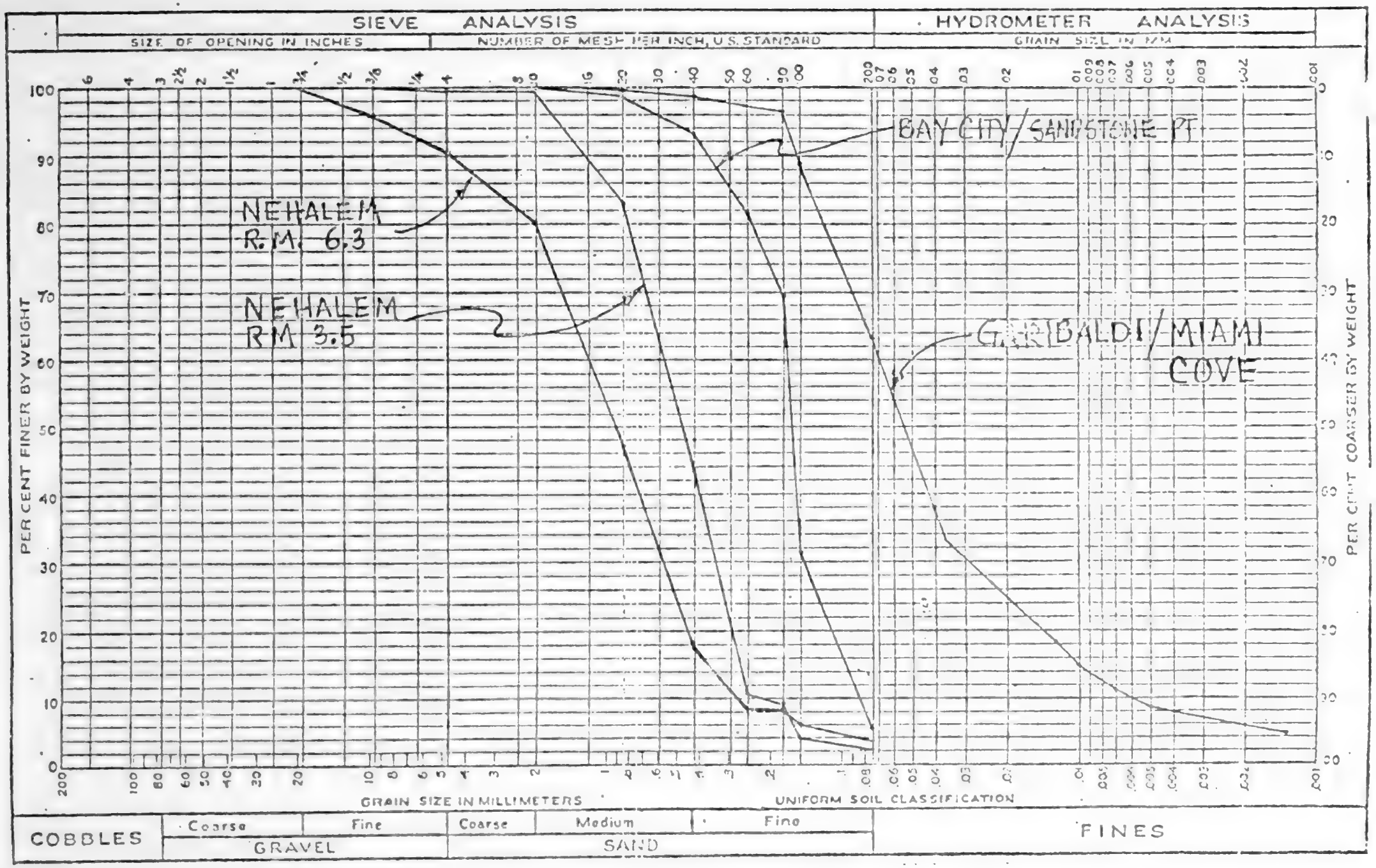


Fig. 3

P 13, 14-19

(5)

Contract No.	CONSTRUCTION CONTRACT	DATE OF CONTRACT
PNEH-82-1		

Name and Address of Contractor

Agency

PORT OF NEHALEM
P.O. Box G
Manzanita, Oregon 97130

Contract For: (Work to be performed)
Dredging and placement of materials into East approach to proposed Oregon State Highway Bridge crossing Nehalem River near river mile 6.5, Nehalem River, Tillamook County, Oregon

Place

NEHALEM RIVER NEAR RIVER MILE 6.5

Contract Price (words and figures)

The Port of Nehalem (hereinafter called The Port), represented by its Board of Commissioners executing this contract, and the individual, partnership, joint venture, or corporation named above (hereinafter called The Contractor), mutually agree to perform this contract in strict accordance with Contract Drawings, Maps, Specifications, and Provisions pertinent to this contract.

Work shall be started	Work shall be completed
Within 10 calendar days	Not later than
after receipt of Notice to	March 1, 1982
Proceed	

Alterations: The following alterations were made in this contract before it was signed by the parties hereto:

In witness whereof, the parties hereto have executied this contract as of the date entered on the first page hereof.

THE PORT OF NEHALEM

By Stanley A Jud

Sec.
(Official Title)

CONTRACTOR

By _____
(Name of Contractor)

By Donald W. Sanders
(Signature)

Owner
(Title)

INSTRUCTIONS

1. The full name and business address of the Contractor must be inserted in the space provided above with his usual signature and type or print his name under the signature.

2. An officer of a corporation, a member of a partnership, or an agent signing for the Contractor shall place his

signature and title after the word "By" under the name of the Contractor. A contract executed by an attorney or agent on behalf of the Contractor shall be accompanied by two authenticated copies of his power of attorney or other evidence of his authority to act on behalf of the Contractor.

UNIT PRICE SCHEDULE

UNIT PRICE SCHEDULE NO. PNEH-82-1

Item No.	Item	Unit	Quantity	Unit Price (In Figures)	Total (In Figures)
1.	Embankment in Place	Cu.Yd.	111,000	$ 2.516	$ 279,276.00
2.	Ditch Excavation	Cu.Yd.	827	1.25	1,033.75
3.	Roadside Seeding and Straw Mulch with Mulch Binder	Acre	11	1800.00	19,800.00
4.	Erosion Netting	Sq.Yd.	7,300	3.00	21,900.00
		TOTAL AMOUNT OF BID		$	322,009.75

Bid Sheet 1

PLANT AND EQUIPMENT SCHEDULE

Available Plant to be Used

No.	Type	Capacity	Manufacturer	Age and Condition	Location

INDEX OF GENERAL PROVISIONS

1. Designations
2. Payments to Contractor
3. Superintendence by Contractor
4. Permits and Responsibilities
5. Contractor Inspection System
6. Composition of Contractor
7. Protection of Existing Vegetation, Structures, Utilities, and Improvements
8. Cleaning Up
9. Accident Prevention
10. Environmental Protection

1. DESIGNATIONS. Throughout this Invitation for Bids and contract to follow, when the word Port appears, it shall refer to the Port of Nehalem and when the word State is used, it shall refer to the Oregon State Department of Transportation, Highway Division.

2. PAYMENTS TO THE CONTRACTOR.

(a) The Port will pay the Contractor as hereinafter provided.

(b) The Port will make progress payments monthly as the work proceeds, or at more frequent intervals if, in the opinion of the Port, more frequent payments are warrented by the amount of work accomplished.

(c) In making such payments, there shall be retained 10 percent of the estimated amount until final completion and acceptance of the contract work.

(d) Upon completion and acceptance of all work, the amount due the Contractor under this contract shall be paid.

3. SUPERINTENDENCE BY CONTRACTOR. The Contractor at all times during performance and until the work is completed and accepted, shall give his personal superintendence to the work or have on the work a competent superintendent, satisfactory to the Port and with authority to act for

the Contractor.

4. PERMITS AND RESPONSIBILITIES. The Contractor shall, without additional expense to the Port, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State of Oregon, and local laws, codes, and regulations, in connections with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occurs as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work.

5. CONTRACTOR INSPECTION SYSTEM. The Contractor shall maintain and perform such inspections as will assure that the work performed under the contract conforms to contract requirements.

6. COMPOSITION OF CONTRACTOR. If the Contractor hereunder is comprised of more than one entity, each such entity shall be jointly and singularly liable hereunder.

7. PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS. The Contractor will preserve and protect vegetation such as trees, shrubs, and grass on or

adjacent to the site of the work which is not to be removed and which does not unreasonably interfere with the construction work.

8. CLEANING UP. The Contractor shall at all times keep the construction area, including storage areas used by him, free from accumulations of waste material or rubbish and prior to completion of the work remove any rubbish from the premises and all tools, equipment, and materials. Upon completion of the construction, the Contractor shall leave the premises in a clean, neat, and workmanlike condition satisfactory to the Port.

9. ACCIDENT PREVENTION. In order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with applicable portions of Federal and State of Oregon safety codes.

10. ENVIRONMENTAL PROTECTION

(a) SCOPE. The work covered by this section consists of furnishing all labor, materials and equipment; and performing all work required for preventing environmental pollution and minimizing environmental degradation during and as a result of construction operations. Other sections of the General Provisions may also contain specific requirements for environmental protection. Those specific requirements are in addition to or modify the requirements in this section. The control of environmental pollution requires consideration of sound levels, air, water and land.

(b) APPLICABLE REGULATIONS. The Contractor shall prevent, abate and control all environmental pollution and minimize environmental degradation arising from construction activities by complying with all applicable Federal, State of Oregon, and local laws and regulations concerning environmental pollution control and abatement, as well as the specific requirements in this contract.

(c) NOTIFICATION. The Contractor will be notified of noncompliance with the provisions of this section and the action to be taken for compliance. The Contractor shall take immediate corrective action. Such notice, delivered at the site, shall be sufficient for the Contractor to take action. If the Contractor fails to comply, the Port may issue an order stopping all or part

of the work until corrective action has been taken. No time lost due to such stop orders shall be the subject of a claim for costs or damages.

PART I

SPECIAL PROVISIONS

COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

1. The Contractor will be required to commence work under this contract within 10 calendar days after the date of receipt by him of notice to proceed, to prosecute said work diligently, and to complete the entire work ready for use not later than March 1, 1982. The time stated for completion shall include final cleanup of the premises. No extension of time allowed. March 1, 1982 is the termination date of accepting dredge material on State Highway right of way.

2. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS

Two sets of contract drawings, maps and specifications will be furnished the Contractor without charge. Additional sets will be furnished on request at the cost of reproduction. The work shall conform to the following contract drawings and maps, all of which form part of these specifications and will be available upon request at the Port of Nehalem office, P. O. Box G, Manzanita, Oregon 97130.

Drawing Number	Sheet Number	Title
1.	1	Title Sheet
2.	2	Typical Sections
3.	2A	Typical Sections
4.	2A-2	Typical Sections
5.	2B	Temporary Erosion Control
6.	4	Plan
7.	4A	Profile
8.	4B	Profile
9.	5	Plan and Profile
10.	NE-1-65	Dredging
11.	Temporary protection and Direction of Traffic	
12.	S-1	Std. Signing Details Installation
13.	S-12	Std. Signing Details Construction Signs

3. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

4. The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the Port of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby.

5. PHYSICAL DATA. Information and data furnished or referred to below are furnished for the Contractor's information. However, it is expressly understood that the Port will not be responsible for any interpretation or conclusion drawn therefrom by the Contractor.

6. Agreement, for cooperative use and maintenance of existing roads, either public, private, or Contractor-constructed roads shall be made directly between the Contractor and the owner or operator of such transportation facilities. Such agreements shall be subject to the approval of the Port.

7. SUBSURFACE INVESTIGATIONS. Present knowledge of this reach of the river indicates the predominate materials to be removed are sand and silts. Clay, rock, boulders, sunken logs, snags, and miscellaneous debris should be expected. Results of a recent sampling of bottom materials by Wilsey and Ham indicates that these materials near river mile 6.3 are mostly sand and

silts. Copies of this report will be available upon request of the Port's office in Manzanita, Oregon.

8. CHANNEL TRAFFIC. The channel is used by commercial and recreational fishing vessels as well as pleasure craft.

9. OBSTRUCTIONS OF CHANNEL AND/OR HIGHWAY. The Port will not undertake to keep the dredging area free from vessels or other obstructions except to the extent that Federal, State and Port regulations shall apply. The Contractor will be required to conduct the work in such a manner as to obstruct navigation and highway traffic as little as possible. In case the Contractor's plant so obstructs the channel or highway to make difficult or endanger the passage of vessels or highway traffic, said plant shall promptly be moved to afford safe passage of vessel or highway traffic. Upon completion of the work, the Contractor shall promptly remove his plant, including ranges, buoys, piles, lights, and other marks placed by him under the contract.

10. LAYOUT OF WORK. The Contractor shall lay out his work from Port-established horizontal and vertical control points indicated on the drawings or to be established and shall be responsible for all measurements in connection therewith. The Contractor shall furnish and install, at his own expense, all range materials, tide gages, lights for dredging and fill work and labor as may be required in laying out any part of the work from

the horizontal and vertical control points established by the Port. The Contractor will be held responsible for the execution of the work to such lines and grades as may be established or indicated by the State or Port. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Port until authorized to remove them. If such marks are destroyed, by the Contractor or through his negligence, prior to their authorized removal, they may be replaced by the State or Port at their discretion. The expense of replacement will be deducted from any amounts due or to become due the Contractor.

11. The State shall make original, periodic, and final surveys and make computations to determine the quantities of work performed or finally in place.

12. MISPLACED MATERIAL. Should the Contractor, during the progress of the work, lose, dump, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the Port may be dangerous to or obstruct navigation, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions, to the Port, and when required shall mark or buoy such obstructions until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the Port, and the cost of such removal may

be deducted from any money due or to become due the Contractor, or may be recovered under his bond. The liability of the Contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 15, 19 and 20 of the River and Harbor Act of March 3, 1899. (33 U.S.C. 410 et seq.).

13. SIGNAL LIGHTS. The Contractor shall display signal lights and conduct his dredging operations in accordance with the General Regulations of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Commandant, U.S. Coast Guard (33 C.F.R. 80.18-80. 31a and 33 C.F.R. 95.51-95-70).

14. TERMINATION. If, for any reason, no significant work is accomplished for a period of 30 calendar days or work has not been initiated by January 1, 1982, the contract may be terminated.

The Contractor shall furnish and install all necessary dredging ranges, tide gauges, and range lights. He

shall also furnish lead lines, sounding poles, and tag-lines, if deemed necessary for the dredging work. The Contractor shall also furnish and install sufficient lights for night work and inspection within the fill area.

PART II

SPECIAL PROVISIONS

1. DREDGING

a. A channel 100 feet wide (bottom) to a total depth of 10 feet at Mean lower Low Water (M.L.L.W.) with side slopes of 3:1 shall first be dredged as shown on Port of Nehalem Chart NE-1-65..

b. Upon completion of this channel and placement of dredge spoils into the State highway fill, the Contractor may be required to dredge the Ramp Entrance Channel as shown on the chart noted above. Same depth, side slopes, and disposal site shall prevail. Locations for any additional dredging beyond that noted above deemed necessary would be shown later on the aforementioned chart. Location, scope, and depths to be thus dredged shall be subject to the approval of the Port.

2. CHARACTER OF MATERIALS TO BE DREDGED

The materials to be removed consist of sand, silts and clays. However snags, logs, boulders, and miscellaneous debris should be expected.

3. PLACEMENT

a. All suitable materials dredged under 1(a) and 1(b) above shall be placed into specified embankments as shown on

applicable drawings and in conformance with the specifications.

b. The Contractor shall be responsible for containment of dredgings and return of waste water back into the Nehalem River.

c. The Contractor shall furnish the Port a legible copy of the leverman's daily log.

4. INLET AND OUTLET PIPES

Inlet and outlet pipes under Highway 101 for dredging shall be punched or drilled. Open trenching will not be allowed. Top of drilled or punched holes shall be at least 18 inches below the bottom of the pavement. Pipeline crossings will be chosen so waste water will be returned to the Nehalem River without passing through existing tide boxes or onto State controlled property outside the limits of the embankment project. Upon completion of the dredging project, these pipes are to be completely filled and plugged or removed unless of such durability that State agrees with simply cutting of at least one foot underground and plugging. Contractor will not be permitted to drain settlement area into ditches on easterly side of State right-of-way while dredging. No separate payment shall be made for this work.

5. The Contractor shall furnish and install safety signs as shown in applicable drawings and be responsible for control of traffic. No separate payment for this work shall be made.

6. PAYMENT. No Payment shall be made for the required dredging.

All of Contractor's Costs except for those expressly covered under Bid Items No. 2, 3, and 4 will be paid for at the contract unit price per cubic yard for Item No. 1. Embankment in Place. Item No. 1 shall also include mobilization and demobilization, clearing and grubbing, installing and removing tubes under Highway 101, furnishing and installing safety signs, control of traffic, and other incidental work necessary for the satisfactory completion of the contract.

SPECIAL PROVISIONS

Work under Pay Items 1, 2, 3 and 4 shall conform to applicable Sections of the Standard Specifications listed on the following five pages.

APPLICABLE STANDARD SPECIFICATIONS

The Standard Specifications which are applicable to construction work on this project are the 1974 edition of the "Standard Specifications for Highway Construction", of the Oregon State Highway Division.

All number reference in these provisions shall be understood to refer to the Section or subsection of the Standard Specifications bearing like numbers.

SECTION 201 - CLEARING AND GRUBBING

The clearing and grubbing shall be performed in conformance with Section 201 of the Standard Specifications supplemented and/or modified as follows:

201.01 Scope - The contractor shall not distrub the existing ground except in the immediate area of brush and tree clearing.

SECTION 202 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

The removal of structures and obstructions shall be performed in conformance with Section 202 of the Standard Specifications supplemented and/or modified as follows:

202.01 Scope - The contractor shall not disturb the existing ground except in the immediate area of fence removal.

SECTION 203 - EXCAVATION AND EMBANKMENT FOR ROADWAYS

Excavation and embankment shall be performed in conformance with Section 203 of the Standard Specifications supplemented and/or modified as follows:

203.01 Scope - No embankment material shall be placed after March 1, 1982.

203.03 Embankment Measure Basis of Performance - All earthwork under this Section except ditch excavation shall be performed on the embankment measure basis. All embankment material other than that obtained from ditch excavations shall be obtained from the required dredging area with the materials and the taking thereof to be as set forth under applicable provisions of subsection 203.12.

203.39 Embankment Construction - There will be no restriction on the maximum rate of fill height construction, for placing of embankment from 0-12 feet of height above existing ground. Placing of embankment above 12 feet shall be at rates which do not exceed one foot per day average increase in height from the start of placing embankment and do not exceed 4 feet of increase in any 4 consecutive days.

No material shall be placed higher than 20 feet above existing ground at any time.

Equipment shall not be permitted to operate on embankment areas until after a minimum of 3 feet of fill has been placed.

Prior to constructing the embankment the contractor shall construct the four foot bottom ditch left of Station 78 through Station 92.

The dredge material containment dike shall be keyed into the existing ground in a manner approved by the engineer.

Shaping of embankment southerly of Station 79 and westerly of the Settlement Area shall be performed in a manner which will eliminate empoundment of water in the Settlement Area. The Settlement Area shall be dewatered by the contractor prior to shaping embankment south and west of Station 79. Not until contractor first dewaters the settlement area will he be permitted to drain the settlement area into the newly constructed ditch or its extension on the easterly side of the right of way.

All dredge material shall be worked so that the coarser material is kept under the future roadway and the fines are placed in the random fills.

Once embankments exceed three feet in height, the contractor shall have a cleated crawler tractor, with a minimum 180 engine horse power, working the full width of roadway and counterbalance embankments in the area of material placement.

Below elevation 9 the contractor shall complete the embankment "full width" of roadway and counterbalance fills as the work progresses. Embankment below elevation 9 shall not be placed more than 100 feet ahead of "full width" construction except for containment dike construction.

203.82 Measurement - Top measurement of "embankment in place" quantities will be made not later than ten days after all embankment contruction is completed or ten days after March 1, 1982, whichever occurs first.

Measurement to include materials within one foot above the specified neat lines as staked by the engineer.

SECTION 681 - ROADSIDE SEEDING AND MULCHING

Roadside seeding and mulching shall be in conformance with Section 681 of the Standard Specifications supplemented and/or modified as follows:

681.01 Scope - In addition, plastic erosion netting shall be secured over the seeding and mulching on major fill slopes in areas designated by the Engineer.

681.02 Construction Season - Delete first sentence and add:

"This work shall be done immediately upon completion of the earthwork."

681.11 Materials - Add the following to subsection 781.04.

781.04(I) - Plastic erosion netting - Plastic netting to be used in conjunction with straw mulch for erosion control shall consists of a 1"x2" mesh of 20 mil material. The mateial shall be extruded and formed, polypropylene, uv green. The netting shall be in widths of 48" or more and shall weigh not less than 1 pound per 42 square yards. Wood stakes for use with the plastic netting shall be approximately 1"x2" by 18" in length, or longer if required, to secure the netting.

Fertilizer shall conform to the provisions of subsection 781.02(c).

681.32 Fertilizing and Seeding - Fertilizer shall be applied at the minimum rate of 400 pounds per surface acre. Seed, as a mixture, shall be applied at the following minimum rates:

Kind of Seed	Minimum Quantity per Surface Acre
Annual Ryegrass	20 lbs.

A surface acre is defined as 43,560 sq.ft. measured on the ground surface.

681.32(c) Limitation on kind of equipment - Delete the first paragraph of this subsection.

681.33 Mulching - The mulch material shall be grass straw retained in place by an approved mulch binding agent.

The mulch binding agent shall be one of the following types or approved equal, applied at the rate indicated or in accordance with the manufacturer's recommended rate. The method and rate of application will be subject to approval.

*1. Syntetic Polymer Binder: "Dow XFS 4163-L"
Rate: 40 Gal. Binder with 360 Gal. Water per Acre

2. Terra Tack AR
Rate: 120 Lb. Binder with 240 Gal. Water per Acre

3. Grass Straw Cellulose, "Grass Mulch" as manufactured by Grass Fiber, Inc., 520 E. 2nd Street, Junction City, Oregon 97448
Rate: 750 Lb. per Acre

4. Wood Cellulose
Rate: 750 Lb. per Acre

5. Organic Polymer Binder; "J-Tack"
Rate: Slopes 2:1 or less, 40 Lbs. Binder per Acre
Slopes greater than 2:1, 80 Lbs. Binder per Acre

*Wood cellulose, colored green, shall be added to the tack at the rate of 150 Lbs. per acre, after the tack has been mixed.

Plastic erosion netting shall be laid out flat on the areas to be protected in single thickness strips paralleling the direction of probable flow of water. Adjacent strips shall be overlapped 4 inches. Beginning ends of each strip or roll shall be buried in a 6-inch vertical trench and stapled a maximum one foot spacing. The plastic netting shall be secured on the surface with wood stakes spaced a maximum of three feet apart and as often as necessary to provide a secure fastening under any adverse conditions normal to the location. The plastic netting shall be in intimate contact with the straw at all points.

681.81 Measurement:

Seeding and Mulching - Delete the second sentence of this subsection and substitue the following:

> "Measurement will be on the actual ground surface to the nearest foot, and acreages will be computed to the nearest 0.1 surface acre."

Plastic Netting - The quantity of plastic netting to be paid for shall be the number of square yards on which the netting work is completed and accepted. Measurements shall be on the actual ground surface to the nearest square yard. No separate measurement will be made of wood stakes and other materials used in the work.

Payment - Add the following pay items:

Item	Unit of Measurement
Roadside Seeding and Straw Mulch with Mulch Binder	Acre
Erosion Netting	Square Yard

Pg 5, 26, 27, 28 + 32

(3)

SHEET A

Invitation For Bids Date _____1981

Name and Location of Project

Embankment for earthfill approach to proposed Oregon State Highway Bridge near River mile 6.5, Nehalem River, Tillamook County, Oregon

By

Port of Nehalem
P.O. Box G
Manzanita, Oregon 97130

Sealed bids in single copy for the work described herein will be received until 2:00 P.M., _____Local Time, at Port of Nehalem, P.O. Box G, Manzanita, Oregon 97130 and at 3:00 P.M., same date, Publically opened at Wheeler City and Firehall, Wheeler, Oregon.

Information regarding bidding material, bid guarantee and bonds.

1. BIDS MUST SET FORTH FULL, ACCURATE AND COMPLETE INFOR_ MATION AS REQUIRED BY THIS INVITATION FOR BIDS (INCLUDING ATTACHMENTS).

2. Bonds

(a) Bid Bonds. Each bidder shall submit with his bid a Bid Bond with good and sufficient surety or securities acceptable to the Port of Nehalem, or other security in the form of (20%) of the bid price. The

bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents.

(b) Performance and Payment Bonds. Within 10 days after the prescribed forms are presented to the bidder to whom award is made for signature, a written contract shall be executed and two bonds, each with good and sufficient surety or sureties acceptable to the Port of Nehalem, furnished; namely a performance bond and a payment bond. The final sums of such bonds will be as follows:

(1) Performance Bond. The penal sum of the performance bond shall equal 100 percent (100%) of the contract price.

(2) Payment Bond. When the contract price is $1,000,000 or less, the penal sum will be fifty percent (50%) of the contract price. Any bonds furnished will be furnished by the Contractor prior to commencement of contract performance.

Description of Work

Placement of dredge spoils for embankment for east approach to proposed Oregon State Highway bridge across the Nehalem River near mile 6.5. Tillamook County, Oregon .

READ THE FOLLOWING IN CONJUNCTION WITH INSTRUCTIONS TO BIDDERS

1. (CONTRACT DRAWINGS AND SPECIFICATIONS)

One set of drawings and specifications will be furnished upon receipt of payment of $50.00. An additional copy of the specifications will be furnished at the rate of $10.00 per copy. Payment will be made by check to the Port of Nehalem, P.O. Box G, Manzanita, Oregon 97130.

2. INQUIRIES. Prospective bidders may submit telephone inquiries by calling the following persons concerning administrative matters or technical matters relating to plans and specifications.

Thomas J. Murray, 1/245-2233

Portland, Oregon

Allen G. Terry, 1/639-0569

King City, Oregon

Written inquiries should be addressed to Port of Nehalem, P.O. Box G, Manzanita, Oregon 97130.

3. MODIFICATIONS PRIOR TO DATE SET FOR OPENING BIDS. The right is reserved, as the interest of the Port or State may require, to revise or amend the specifications or drawings, or both, prior to the date set for opening

bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Invitation for Bids. Copies of such amendments as may be issued will be furnished to all prospective bidders.

If the revisions and amendments are of a nature which requires material changes in quantities or prices bid or both, the date set for opening bids may be posponed by such number of days as in the opinion of the Port of Nehalem will enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for opening bids.

4. ACKNOWLEDGEMENT OF AMENDMENTS. Bidders are required to acknowledge receipt of all amendments to this invitation on the Bid Form in the space provided or by separate letter or telegram prior to opening of bids. Failure to acknowledge all amendments may cause the rejection of the bid.

5. PLANT AVAILABLE. Each bidder shall furnish a list of the plant available to the bidder and proposed for use on the work.

INSTRUCTIONS TO BIDDERS

1. EXPLANATION TO BIDDERS. Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Any interpretation made will be in the form of an amendment of the invitation for bids, drawings, specifications, etc., and will be furnished to all prospective bidders. Its receipt by the bidder must be acknowledged in the space provided on the Bid Form or by letter or telegram received before the time set for opening of bids. Oral explanations or instructions given before the award of the contract will not be binding.

2. CONDITIONS AFFECTING THE WORK. Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Port will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior

to the execution of the contract, unless included in the invitation for bids, the specifications, or related documents.

3. BIDDER'S QUALIFICATIONS. Before a bid is considered for award, the bidder will be required by the Port to submit a statement regarding his previous experience in performing comparable work, his business and technical organizaiton, and plant available to be used in performing the work.

3. BID GUARANTEE. Where a bid guarantee is required by the invitation for bids, failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

A bid guarantee shall be in the form of a firm commitment, such as a bid bond, postal money order, certified check, cashier's check, irrevocable letter of credit or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Bid guarantees, other than bid bonds, will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids, and (b) to the successful bidder upon execution of such further contractural documents and bonds as may be required by the bid as accepted.

If the successful bidder, upon acceptance of his bid by the Port within the period specified therein for

acceptance fails to execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten days if no period is specified) after receipt of the forms by him, his contract may be terminated for default.

In such event he shall be liable for any cost of procuring the work which exceeds the amount of his bid, and the bid guarantee shall be available toward offsetting such difference.

4. PREPARATION OF BIDS. (a) Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid. Unless specifically authorized in the invitation for bids, telegraphic bids will not be considered.

(b) The bid form may provide for submission of a price or prices for one or more items, which may be lump sum bids, alternate prices, scheduled items resulting in a bid on a unit of construction or a combination thereof, etc. Where the bid form explicitly requires that the bidder bid on all items, failure to do so will disqualify the bid. When submission of a

price on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(c) Unless called for, alternate bids will not be considered.

(d) Modifications of bids already submitted will be considered if received at the office designated in the invitation for bids by the time set for opening of bids. Telegraphic modifications will be considered, but should not reveal the amount of the original or revised bid.

6. SUBMISSION OF BIDS. Bids must be sealed, marked, and addressed as directed in the invitation for bids. Failure to do so may result in a premature opening of or a failure to open, such bid.

7. LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWAL OF BIDS.

(a) Any bid received at the office designated in the solicatation after the exact time specified for receipt will not be considered unless it is received before award is made and either:

(1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of bids (e.g., a bid submitted in response to a solicitation requiring

receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or,

(2) It was sent by mail (or telegram if authorized) and it is determined by the Port that the late receipt was due solely to mishandling by the Port after receipt at the Port installation.

(b) Any modification or withdrawal of bid is subject to the same conditions as in (a) above except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

(c) The only acceptable evidence to establish:

(1) the date of mailing of a late bid, modification or withdrawal sent either by registered or certified mail is the U.S. or CAnadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid modification or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression [exclusive of a postage meter machine impression] that is readily identifiable without further action

as having been supplied and affixed on the date of mailing by employees of the U.S. or Canadian Postal Service. Therefore, offers should request the postal clerk to place a hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper.)

(2) the time of receipt at the Port installation is the time/date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(d) Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the Port will be considered at any time it is received and may be accepted.

NOTE: The term "telegram" includes mailgrams.

8. PUBLIC OPENING OF BIDS. Bids will be publicaly opened at the time set for opening in the invitation for bids. Their content will be made public for the information of bidders and others interested, who may be present either in person or by representative.

9. AWARD OF CONTRACT. (a) Award of contract will be made to that responsible bidder whose bid, conforming to the invitation for bids, is most advantageous to the Port, price and other factors considered.

(a) The Port may, when in its interest, reject any or all bids or waive any informality in bids received.

(c) The Port may accept any item or combination of items of a bid, unless precluded by the invitation for bids or the bidder includes in his bid a restrictive limitation.

10. CONTRACT AND BONDS. The bidder whose bid is accepted will, within the time established in the bid, enter into a written contract with the Port and, if required, furnish performance and payment bonds in the amounts indicated in the invitation for bids or the specifications.

BID FORM	Serial PNEH-81-1
Read the Instructions to Bidders This form to be submitted in single copy	Date of Invitation 1981
Name and Location of Project Embankment for East Approach to Proposed Oregon State Highway Bridge near River Mile 6.5, Nehalem River, Tillamook County, Oregon.	Name of Bidder (Type or print)

TO: Port of Nehalem
P.O. Box G
Manzanita, Oregon 97130

(Date)

In compliance with the above-dated invitation for bids, the undersigned hereby proposes to perform all specified work for dredging and placing embankment for East approach to proposed Oregon State Highway Bridge near River Mile 6.5, Nehalem River, Tillamook County, Oregon in strict accordance with the Applicable provisions, specifications, schedules, drawings, and conditions, for the following amount(s)

(See UNIT PRICE SCHEDULE ATTACHED)

The undersigned agrees that, upon written acceptance of this bid, mailed or otherwise furnished within 30 calendar days, after the date of opening of bids, he will within 10 calendar days (unless a longer period is allowed) after receipt of the prescribed forms, execute a Contract, and give performance and payment bonds on standard forms with good and sufficient surety.

The undersigned agrees, if awarded the contract, to commence the work within 10 calendar days after the date of receipt of notice to proceed, and to complete the work not later than March 1, 1982.

RECEIPT OF AMENDMENTS. The undersigned acknowledges receipt of the following amendments of the invitation for bids, drawings, and/or specifications, etc. (Give number and date of each):

ENCLOSED IS BID GUARANTEE, CONSISTING OF IN THE AMOUNT OF

NAME OF BIDDER (Type or print) FULL NAME OF ALL PARTNERS (Type, etc.)

BUSINESS ADDRESS (Type or print) (include "ZIP Code")

BY (Signature in ink. Type or print name under signature)

TITLE (Type or print)

DIRECTIONS FOR SUBMITTING BIDS: Envelopes containing bids, guarantee, etc., must be sealed, marked, and addressed as follows:

Bid under Serial PNEH-81-1 Port of Nehalem, P.O. Box G

To be opened 3:00 P.M. Manzanita, Oregon 97130

1981

CAUTION - BIDS SHOULD NOT BE QUALIFIED BY EXCEPTIONS TO THE BIDDING CONDITIONS

_____

ENCLOSED IS BID GUARANTEE, CONSISTING OF_____

_____ IN THE AMOUNT OF _____

_____

NAME OF BIDDER (type or print) FULL NAME OF ALL PARTNERS (type or print)

_____

BUSINESS ADDRESS (type or print) (include Zip Code)

_____

BY (Signature in ink. Type or print name under signature)

_____

TITLE (type or print)

_____

DIRECTIONS FOR SUBMITTING BIDS: ENVELOPES CONTAINING BIDS, GUARANTEE, ETC., MUST BE SEALED, MARKED, AND ADDRESSED AS FOLLOWS:

Bid under Serial PNEH-81-1
To be opened 3:00 P.M.
1981

Port of Nehalem, P.O. Box G
Manzanita, Oregon 97130

_____

UNIT PRICE SCHEDULE NO. PNEH-81-1

BID SCHEDULE

Item No.	Item	Unit	Quantity	Unit Price (In Figures)	Total (In Figures)
1.	Embankment in Place	Cu.Yd.	111,000	$_____	$_____
2.	Ditch Excavation	Cu.Yd.	827	_____	_____
3.	Roadside Seeding and Straw Mulch with Mulch Binder	Acre	11	_____	_____
4.	Erosion Netting	Sq.Yd.	7,300	_____	_____

TOTAL AMOUNT OF BID $_____

Bid Sheet 1

1. ARITHMETIC DISCREPANCIES

(a) For the purpose of intiial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:

(1) Obviously misplaced decimal points will be corrected;

(2) In case of discrepancy between unit price and extended price, the unit price will govern;

(3) Apparent errors in extension of unit prices will be corrected; and

(4) Apparent errors in addition of lump sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the Port will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

2. EXTENSIONS. All extensions of the unit prices shown will be subject to verification by the Port. Incase of variation between the unit price and the extension, the unit price will be considered to be the bid.

3. INCOMPLETE BIDS. Failure to submit a bid on all items in the schedule will result in an incomplete bid and the bid

will be rejected. Unit or lump sum prices must be shown for each item within the schedule.

4. SPECIAL BID CONDITION. If a modification to a bid based on unit prices is submitted, which provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment to each unit price in the bid schedule must be stated. If it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the bid schedule.

5. AWARD. Notwithstanding any other provisions of this invitation for bids concerning method of award, award will be made as a whole to one bidder.

6. ORDER OF PRECEDENCE. In the event of an inconsistency between provisions of this Invitation for Bids, the inconsistency shall be resolved by giving precedence in the following order: (a) The Schedule; (b) Bidding Instructions, Terms and Conditions of the Invitation for Bids; (c) General Provisions; (d) other provisions of the contract, where incorporated by reference or otherwise; and (e) the Specifications.

7. PLANT AND EQUIPMENT SCHEDULE. The Bidder shall complete the Plant and Equipment Schedule attached and include it with his bid.

PLANT AND EQUIPMENT SCHEDULE

Available Plant To Be Used

No.	Type	Capacity	Manufacturer	Age and Condition	Location

NOTE: Each bidder shall submit a statement regarding his previous experiences in performing comparable work. See paragraph 3 of Instructions to Bidders.

Bid Form No. 5

INDEX OF GENERAL PROVISIONS

1. Designations
2. Payments to Contractor
3. Superintendence by Contractor
4. Permits and Responsibilities
5. Contractor Inspection System
6. Composition of Contractor
7. Protection of Existing Vegetation, Structures, Utilities, and Improvements
8. Cleaning Up
9. Accident Prevention
10. Environmental Protection

INDEX OF GENERAL PROVISIONS

1. DESIGNATIONS. Throughout this Invitation for Bids and contract to follow, when the word Port appears, it shall refer to the Port of Nehalem and when the word State is used, it shall refer to the Oregon State Department of Transportation, Highway Division.

2. PAYMENTS TO THE CONTRACTOR.

(a) The Port will pay the Contractor as hereinafter provided.

(b) The Port will make progress payments monthly as the work proceeds, or at more frequent intervals if, in the opinion of the Port, more frequent payments are warrented by the amount of work accomplished.

(c) In making such payments, there shall be retained 10 percent of the estimated amount until final completion and acceptance of the contract work.

(d) Upon completion and acceptance of all work, the amount due the Contractor under this contract shall be paid.

3. SUPERINTENDENCE BY CONTRACTOR. The Contractor at all times during performance and until the work is completed and accepted, shall give his personal superintendences to the work or have on the work a competent superintendent, satisfactory to the Port and with authority to act for

the Contractor.

4. PERMITS AND RESPONSIBILITIES. The Contractor shall, without additional expense to the Port, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State of Oregon, and local laws, codes, and regulations, in connections with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occurs as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work.

5. CONTRACTOR INSPECTION SYSTEM. The Contractor shall maintain and perform such inspections as will assure that the work performed under the contract conforms to contract requirements.

6. COMPOSITION OF CONTRACTOR. If the Contractor hereunder is comprised of more than one entity, each such entity shall be jointly and singularly liable hereunder.

7. PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS. The Contractor will preserve and protect vegetation such as trees, shrubs, and grass on or

adjacent to the site of the work which is not to be removed and which does not unreasonably interfere with the construction work.

8. CLEANING UP. The Contractor shall at all times keep the construction area, including storage areas used by him, free from accumulations of waste material or rubbish and prior to completion of the work remove any rubbish from the premises and all tools, equipment, and materials. Upon completion of the construction, the Contractor shall leave the premises in a clean, neat, and workmanlike condition satisfactory to the Port.

9. ACCIDENT PREVENTION. In order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with applicable portions of Federal and State of Oregon safety codes.

10. ENVIRONMENTAL PROTECTION

(a) SCOPE. The work covered by this section consists of furnishing all labor, materials and equipment; and performing all work required for preventing environmental pollution and minimizing environmental degradation during and as a result of construction operations. Other sections of the General Provisions may also contain specific requirements for environmental protection. Those specific requirements are in addition to or modify the requirements in this section. The control of environmental pollution requires consideration of sound levels, air, water and land.

(b) APPLICABLE REGULATIONS. The Contractor shall prevent, abate and control all environmental pollution and minimize environmental degradation arising from construction activities by complying with all applicable Federal, State of Oregon, and local laws and regulations concerning environmental pollution control and abatement, as well as the specific requirements in this contract.

(c) NOTIFICATION. The Contractor will be notified of noncompliance with the provisions of this section and the action to be taken for compliance. The Contractor shall take immediate corrective action. Such notice, delivered at the site, shall be sufficient for the Contractor to take action. If the Contractor fails to comply, the Port may issue an order stopping all or part

of the work until corrective action has been taken. No time lost due to such stop orders shall be the subject of a claim for costs or damages.

PART I

SPECIAL PROVISIONS

COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

1. The Contractor will be required to commence work under this contract within 10 calendar days after the date of receipt by him of notice to proceed, to prosecute said work diligently, and to complete the entire work ready for use not later than March 1, 1982. The time stated for completion shall include final cleanup of the premises. No extension of time allowed. March 1, 1982 is the termination date of accepting dredge material on State Highway right of way.

2. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS

Two sets of contract drawings, maps and specifications will be furnished the Contractor without charge. Additional sets will be furnished on request at the cost of reproduction. The work shall conform to the following contract drawings and maps, all of which form part of these specifications and will be available upon request at the Port of Nehalem office, P. O. Box G, Manzanita, Oregon 97130.

Drawing Number	Sheet Number	Title
1.	1	Title Sheet
2.	2	Typical Sections
3.	2A	Typical Sections
4.	2A-2	Typical Sections
5.	2B	Temporary Erosion Control
6.	4	Plan
7.	4A	Profile
8.	4B	Profile
9.	5	Plan and Profile
10.	NE-1-65	Dredging
11.	Temporary protection and Direction of Traffic	
12.	S-1	Std. Signing Details Installation
13.	S-12	Std. Signing Details Construction Signs

3. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

4. The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the Port of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby.

5. PHYSICAL DATA. Information and data furnished or referred to below are furnished for the Contractor's information. However, it is expressly understood that the Port will not be responsible for any interpretation or conclusion drawn therefrom by the Contractor.

6. WEATHER CONDITIONS. Each bidder should satisfy himself before submitting his bid as to hazards likely to arise from weather and river stages. Complete weather records and reports may be obtained from the National Weather Service.

7. Each bidder, before submitting his bid, should obtain necessary data as to the existence of highways, roads, logging roads and railroad facilities. The unavailability of transportation facilities shall not become a basis for claim for additional compensation or extension of time for completion of the work.

8. Agreement, for cooperative use and maintenance of existing roads, either public, private, or Contractor-constructed roads shall be made directly between the Contractor and the owner or operator of such transportation facilities.

Such agreements shall be subject to the approval of the Port.

9. SUBSURFACE INVESTIGATIONS. Present knowledge of this reach of the river indicates the predominate materials to be removed are sand and silts. Clay, rock, boulders, sunken logs, snags, and miscellaneous debris should be expected. Results of a recent sampling of bottom materials by Wilsey and Ham indicates that these materials near river mile 6.3 are mostly sand and silts. Copies of this report will be available upon request of the Port's office in Manzanita, Oregon.

10. CHANNEL TRAFFIC. The channel is used by commercial and recreational fishing vessels as well as pleasure craft.

11. OBSTRUCTIONS OF CHANNEL AND/OR HIGHWAY. The Port will not undertake to keep the dredging area free from vessels or other obstructions except to the extent that Federal, State and Port regulations shall apply. The Contractor will be required to conduct the work in such a manner as to obstruct navigation and highway traffic as little as possible. In case the Contractor's plant so obstructs the channel or highway to make difficult or endanger the passage of vessels or highway traffic, said plant shall promptly be moved to afford safe passage of vessel or highway traffic. Upon completion of the work, the Contractor shall promptly remove his plant, including ranges, buoys, piles, lights, and other marks placed by him under the contract.

12. LAYOUT OF WORK. The Contractor shall lay out his work from Port-established horizontal and vertical control points indicated on the drawings or to be established and shall be responsible for all measurements in connection therewith. The Contractor shall furnish and install, at his own expense, all range materials, tide gages, lights for dredging and fill work and labor as may be required in laying out any part of the work from the horizontal and vertical control points established by the Port. The Contractor will be held responsible for the execution of the work to such lines and grades as may be established or indicated by the State or Port. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Port until authorized to remove them. If such marks are destroyed, by the Contractor or through his negligence, prior to their authorized removal, they may be replaced by the State or Port at their discretion. The expense of replacement will be deducted from any amounts due or to become due the Contractor.

13. The State shall make original, periodic, and final surveys and make computations to determine the quantities of work performed or finally in place.

14. MISPLACED MATERIAL. Should the Contractor, during the progress of the work, lose, dump, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the Port may be dangerous to or

obstruct navigation, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions, to the Port, and when required shall mark or buoy such obstructions until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the Port, and the cost of such removal may be deducted from any money due or to become due the Contractor, or may be recovered under his bond. The liability of the Contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 15, 19 and 20 of the River and Harbor Act of March 3, 1899. (33 U.S.C. 410 et seq.).

15. SIGNAL LIGHTS. The Contractor shall display signal lights and conduct his dredging operations in accordance with the General Regulations of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by

the Commandant, U.S. Coast Guard (33 C.F.R. 80.18-80.31a and 33 C.F.R. 95.51-95-70).

16. TERMINATION. If, for any reason, no significant work is accomplished for a period of 30 calendar days or work has not been initiated by January 1, 1982, the contract may be terminated.

The Contractor shall furnish and install all necessary dredging ranges, tide gauges, and range lights. He shall also furnish lead lines, sounding poles, and tag-lines, if deemed necessary for the dredging work. The Contractor shall also furnish and install sufficient lights for night work and inspection within the fill area.

PART II

SPECIAL PROVISIONS

1. DREDGING

a. A channel 100 feet wide (bottom) to a total depth of 10 feet at Mean lower Low Water (M.L.L.W.) with side slopes of 3:1 shall first be dredged as shown on Port of Nehalem Chart NE-1-65.

b. Upon completion of this channel and placement of dredge spoils into the State highway fill, the Contractor may be required to dredge the Ramp Entrance Channel as shown on the chart noted above. Same depth, side slopes, and disposal site shall prevail. Locations for any additional dredging beyond that noted above deemed necessary would be shown later on the aforementioned chart. Location, scope, and depths to be thus dredged shall be subject to the approval of the Port.

2. CHARACTER OF MATERIALS TO BE DREDGED

The materials to be removed consist of sand, silts and clays. However snags, logs, boulders, and miscellaneous debris should be expected. Bidders should examine the site of work and decide for themselves the character of materials.

3. PLACEMENT

a. All suitable materials dredged under 1(a) and 1(b) above shall be placed into specified embankments as shown on

applicable drawings and in conformance with the specifications.

b. The Contractor shall be responsible for containment of dredgings and return of waste water back into the Nehalem River.

c. The Contractor shall furnish the Port a legible copy of the leverman's daily log.

4. INLET AND OUTLET PIPES

Inlet and outlet pipes under Highway 101 for dredging shall be punched or drilled. Open trenching will not be allowed. Top of drilled or punched holes shall be at least 18 inches below the bottom of the pavement. Pipeline crossings will be chosen so waste water will be returned to the Nehalem River without passing through existing tide boxes or onto State controlled property outside the limits of the embankment project. Upon completion of the dredging project, these pipes are to be completely filled and plugged or removed unless of such durability that State agrees with simply cutting of at least one foot underground and plugging. Contractor will not be permitted to drain settlement area into ditches on easterly side of State right-of-way while dredging. No separate payment shall be made for this work.

5. The Contractor shall furnish and install safety signs as shown in applicable drawings and be responsible for control of traffic. No separate payment for this work shall be made.

6. PAYMENT. No Payment shall be made for the required dredging.

All of Contractor's Costs except for those expressly covered under Bid Items No. 2, 3, and 4 will be paid for at the contract unit price per cubic yard for Item No. 1. Embankment in Place. Item No. 1 shall also include mobilization and demobilization, clearing and grubbing, installing and removing tubes under Highway 101, furnishing and installing safety signs, control of traffic, and other incidental work necessary for the satisfactory completion of the contract.

STATE OF OREGON
Highway Division 378-2626

INTER OFFICE MEMO

DATE: May 5, 1982

TO: The File

FROM: Gerald W. Wimer, P.E.
REGION 2 CONSTRUCTION ENGINEER

SUBJECT: Don Sandau Claim
Port of Nehalem Dredging
Nehalem R. Br. Section

RECEIVED
RISK MANAGEMENT
MAY 06 1982
DEPT. OF GENERAL SERVICES

Chet Anderson, Bill Fretwell and I met with Guy Marshall, Tom Murray, Alan Terry, Don Miller, and Stan Jud on Thursday, April 29, to discuss the Don Sandau claim against the Port of Nehalem.

The Port of Nehalem looks to the State on two ways:

1. They are apparently self-insured through the State and will seek as much aid as this entitles them to through the Risk Management Section of the General Services Department.

2. Through agreement 7575 with the State Highway Division wherein we agreed to purchase their dredging materials at cost subject to a maximum of $3.25 per cubic yard.

They asked if the Highway Division would defend against this claim. I pointed out the inappropriateness of our defending, even though we might pay part or all of any settlement, because the final settlement could be over and above what we might be willing to pay and would, therefore, go against the Port. I also pointed out that just because they might agree with settlement below the maximum of our agreement that we wouldn't contribute towards a settlement unless it could be shown that it was appropriate for us to do so.

Mr. Marshall thought the claim was without basis. However, he asked for State Highway Division cooperation and assistance which I assured him he would be given. We also discussed items supporting in some manner the Port/State position. These include but are necessarily limited to:

1. Don Sandau was granted a time extension from the originally specified February 28, 1982, completion date to March 20, 1982.

2. The two major contract quantities overran substantially as follows:

Item	Original Quantity	Final Quantity
Embankment in Place	111,000 c.y.	117,801.5 c.y.
Ditch Excavation	827 c.y.	12,037 c.y.

3. Some quantities were paid for outside and above the originally

specified typical section limits. These were minor and incidantal.

4. Bill Fretwell's geology staff obtained recent samples of the materials in place. These were found to be finer than ~~planned~~ CLAIMED by Mr. Sandau. Mr. Fretwell will share copies of this information with Marshall, Murray, Anderson, and the Port.

5. Mr. Terry indicated the configuration of the dredge pipes were not conducive to minimum wear and maximum efficiency. He also indicated the pipes were not rotated on a regular basis and the inlet was not protected from large wood chunks and debris.

6. Mr. Marshall had information to the effect that larger material might actually create less wear in the plastic dredge pipes which were somewhat experimental than finer material.

7. The specifications clearly define that there was to be no seperate measurement and payment for subsidence and that that cost is incorporated in the unit price as bid.

GWW/bah

cc: Jack Sollis
Ron Kelm
Jan Peterson w/attach.
Kelm's letter
Chet Anderson

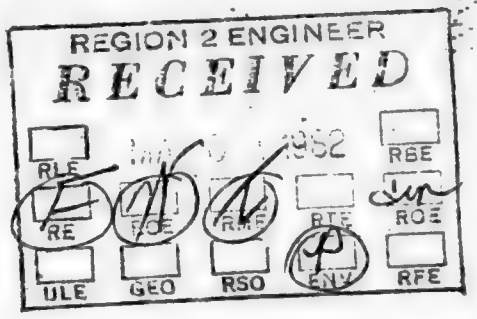
Region

29-1965
Dredge

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Region 2
2960 E. STATE STREET, SALEM, OREGON 97310 PHONE 378-2626

May 3, 1982



Allen G. Terry
16385 S.W. Royalty Pky.
King City, OR 97223

Dear Mr. Terry,

Herewith are submitted the gradation analyses of samples of the dredged fill material at Nehalem.

If there should be any questions, please feel free to call me at the number on the letterhead.

Sincerely,

William R. Fretwell
REGION GEOLOGIST

Attachment

WRF/cal

Same letter with attachment sent to:
Stan Judd, 34755 Highway 43, Nehalem, OR 97131
Don Miller, P.O. Box 75, Wheeler, OR 97147
Thomas Murray, 5858 S.W. Ratston, Portland, OR 97201
L. Guy Marshall, Attorney at Law, 801 Standard Plaza,
1100 S.W. Sixth Ave., Portland, OR 97204

GRADATION ANALYSIS

Performed on
Aggregate Sample #3

Sampled At: Fill Slope
Sta. 70+50 Rt.
10-18' Above OG

Date Sampled: April 28, 1982

Sampled By: Bob West
ASSISTANT REGION GEOLOGIST

Dick Prodzinski
EXPLORATION FOREMAN

Date Tested: April 29, 1982

Tested By: Chuck Reeves
REGION MATERIALS INSPECTOR

Carol Loewen
ENGINEERING AIDE

Gradation Analysis:

Sieve Size	% Retained	% Passing
1-1/2	0.6	99
1	2.6	97
3/4	6.3	94
1/2	11.5	89
3/8	15.7	84
1/4	21.1	79
4	25.6	74
8	35.8	64
16	52.6	47
20	64.3	36
30	79.5	21
40	89.8	10
50	96.3	4
100	99.4	0.6
200	99.9	0.1

GRADATION ANALYSIS

Performed on
Aggregate Sample # 2

Sampled At: Fill Slope
Sta. 72+00 Lft.
12-20' Above OG

Date Sampled: April 28, 1982

Sampled By: Bob West
ASSISTANT REGION GEOLOGIST

Dick Prodzinski
EXPLORATION FOREMAN

Date Tested: April 29, 1982

Tested By: Chuck Reeves
REGION MATERIALS INSPECTOR

Carol Loewen
ENGINEERING AIDE

Gradation Analysis:

Sieve Size	% Retained	% Passing
1-1/2	0.7	99
1	1.8	98
3/4	5.2	95
1/2	13.8	86
3/8	21.0	79
1/4	30.0	70
4	37.0	63
8	50.7	49
16	67.5	33
20	76.2	24
30	85.8	14
40	92.4	8
50	97.2	3
100	99.6	0.4
200	99.9	0.1

WRF/cal

GRADATION ANALYSIS

Performed on
Aggregate Sample #1

Sampled At: Counter-balance Fill Slope
Sta. 75+00 Lft.
6-12' Above OG

Date Sampled: April 28, 1982

Sampled By: Bob West
ASSISTANT REGION GEOLOGIST

Dick Prodzinski
EXPLORATION FOREMAN

Date Tested: April 29, 1982

Tested By: Chuck Reeves
REGION MATERIALS INSPECTOR

Carol Loewen
ENGINEERING AIDE

Gradation Analysis:

Sieve Size	% Retained	% Passing
1-1/2	0.0	100
1	2.1	98
3/4	6.8	93
1/2	19.3	81
3/8	29.7	70
1/4	41.5	59
4	49.1	51
8	61.2	39
16	74.0	26
20	80.5	20
30	87.7	12
40	93.1	7
50	96.9	3
100	99.5	0.5
200	99.9	0.1

FORM E-486 2-64

SHEET NO. 1

FIELD CONTROL—COMPACTION TESTING—SOIL OR BASE MATERIAL

Section Nehalem River Bridge Dredge Embankment Contractor Port of Nehalem / Sandell Profix 29-1009-283

Highway Oregon Coast Contract No. 7-755 F. A. No.

TEST NO.	DATE	MOISTURE (SPEEDY) % WET	MOISTURE (SPEEDY) % DRY	WET WT. OF MAT'L. LBS.	VOL. OF HOLE CU. FT.	DRY WT. OF MAT'L. #/C.F.	100% REL. MAX. DENSITY (CURVE) #/C.F.	COMP. ACTION FROM TEST %	MIN. COMP. FROM SPECS. %	LOCATION OF TEST STATION	DISTANCE FROM L LT.	DISTANCE FROM L RT.	RELATION TO GRADE FEET	INSPECTOR	REMARKS WEATHER, SUITABILITY, ETC.
1	2	3	4	5	6	7	8	9	10						
1	2-11-82	By Visual Observation We do Not Allow Equipment Operating On The Fill								79+00	20'		-4'	DMC	84% Material Retained #4
2	2-11-82		"		"	"	"	"		85+80	5'		-1'	DMC	52% Retained #4

Col. 1=Test No.
Col. 2=Date
Col. 3=Direct Speedy Reading
Col. 4=Dry % from Conv. Chart
Col. 5=Recorded Weight in Lbs.
Col. 6=Recorded Vol. in Cu. Ft.

Col. 7= $\frac{\text{Col. 5}}{(\text{Col. 4} + 100)(\text{Col. 6})}$ (100)

Col. 8=From Predetermined Curve

Col. 9= $\frac{\text{Col. 7}}{\text{Col. 8}}$

Col. 10=% Min. Comp. from Specs.

ORIGINAL—LABORATORY

C. A. Nelson
Resident Engineer

SHEET NO. 2

FORM E-406 2-64

FIELD CONTROL—COMPACTION TESTING—SOIL OR BASE MATERIAL

Section NEHALEM RIVER BRIDGE DECK REPLACEMENT Contractor PORT OF NEHALEM / SANDAU Prefix 29-1009-283

Highway OREGON COAST Contract No. [redacted] F. A. No.

TEST NO.	DATE	MOISTURE (SPEEDY) % WET	MOISTURE (SPEEDY) % DRY	WET WT. OF MAT'L. LBS.	VOL. OF HOLE CU. FT.	DRY WT. OF MAT'L. #/C.F.	100% REL. MAX. DENSITY (CURVE) #/C.F.	COMP. ACTION FROM TEST %	MIN. COMP. FROM SPECS. %	LOCATION OF TEST STATION	LOCATION OF TEST DISTANCE FROM L LT.	LOCATION OF TEST DISTANCE FROM L RT.	LOCATION OF TEST RELATION TO GRADE FEET	INSPECTOR	REMARKS WEATHER, SUITABILITY, ETC.
1	2	3	4	5	6	7	8	9	10						
3	2-12-82	9.5	10.5	23.24	.175	133	150.8	94%	70%	88+75	40		-0.5	CDC	4" % RETAINED #4
4	By VISUAL OBSERVATION NO NOTICE WAS NOTED DURING EQUIPMENT OPERATIONS ON THIS														
										Notch		15	-1.5	CDC	60% RETAINED #4
										81+50	30	X	-1.0	CDC	63% Retained #4
5						"				80+00		5	-1.0	CDC	55% "
6						"				77+75		30	+0.5	CDC	70% "
7						"				76+00	12		-1.5	CDC	60% "
8	2-13-82					"									

Col. 1=Test No.
Col. 2=Date
Col. 3=Direct Speedy Reading
Col. 4=Dry % from Conv. Chart
Col. 5=Recorded Weight in Lbs.
Col. 6=Recorded Vol. in Cu. Ft.

Col. 7 (Col. 4 + 100) (Col. 6) (100)

ORIGINAL LABORATORY

FORM E-466 2-64

SHEET NO. 3

FIELD CONTROL—COMPACTION TESTING—SOIL OR BASE MATERIAL

Section NEHALEM RIVER BRIDGE DREDGE EMBANKMENT Contractor PORT OF NEHALEM/[illegible] Prefix 29-1009-283

Highway OREGON COAST Contract No. F. A. No.

TEST NO.	DATE	MOISTURE (SPEEDY) % WET	MOISTURE (SPEEDY) % DRY	WET WT. OF MAT'L. LBS.	VOL. OF HOLE CU. FT.	DRY WT. OF MAT'L. #/C.F.	100% REL. MAX. DENSITY (CURVE) #/C.F.	COMP-ACTION FROM TEST %	MIN. COMP. FROM SPECS. %	LOCATION OF TEST STATION	DISTANCE FROM L. LT.	DISTANCE FROM L. RT.	RELATION TO GRADE FEET	INSPECTOR	REMARKS WEATHER, SUITABILITY, ETC.
1	2	3	4	5	6	7	8	9	10						
[illegible]	2-27-82	BY VISUAL OBSERVATION NO DENSITY EQUIPMENT OPERATING ON FILL				"				75+00	20		-3°	CDC	57% RETAINED ON #4
10	3/1/82					"				75+50		15	0°	FA	51% "
11	3/2/82					"				74+00		15	-5°	fa	56% "
12	3/2/82					"				74+50	10		-1°	CDC	55% "
13	3/2/82					"				73+75		35	-4°	fa	56% "
14	3/3/82					"				73+50	8		-5°	CDC	64% "
15	3/3/82					"				73+00		20	-8°	fa	58% "
16	3/4/82					"				73+00	10		-9°	fa	62% "
[illegible]	3/5/82					"				73+50	5		-3°	CDC	53% "
[illegible]	3/5/82					"				72+60		10	-12°	fa	56% "
19	3/6/82					"				72+40		15	-10°	CDC	61% "
20	3/7/82					"				70+50	8		-13°	fa	52% "
21	3/8/82					"				71+00	40		-12°	fa	51% "

Col. 1=Test No.
Col. 2=Date
Col. 3=Direct Speedy Reading
Col. 4=Dry % from Conv. Chart
Col. 5=Recorded Weight in Lbs.
Col. 6=Recorded Vol. in Cu. Ft.

Col. 7 = [illegible]

Col. 10 % Min. Comp. from Specs.

ORIGINAL—LABORATORY

FORM E-406 2-64

SHEET NO. 4

FIELD CONTROL—COMPACTION TESTING—SOIL OR BASE MATERIAL

ection Nehalem River Bridge Dredge Embankment Contractor Port of Nehalem Prefix 27-1009-283-01

lighway Oregon Coast Contract No. 7575 F. A. No.

TEST NO.	DATE	MOISTURE (SPEEDY) % WET	MOISTURE (SPEEDY) % DRY	WET WT. OF MAT'L. LBS.	VOL. OF HOLE CU. FT.	DRY WT. OF MAT'L. #/C.F.	100% REL. MAX. DENSITY (CURVE) #/C.F.	COMP-ACTION FROM TEST %	MIN. COMP. FROM SPECS. %	LOCATION OF TEST STATION	DISTANCE FROM L LT.	DISTANCE FROM L RT.	RELATION TO GRADE FEET	INSPECTOR	REMARKS WEATHER, SUITABILITY, ETC.
1	2	3	4	5	6	7	8	9	10						
	3/9/82	84	visual observation, no deflection under equipment operating on fill							70+50	20		+10'	fh	53% retained on #4
23	3/10/82					"				70+00		20	-11'	fh	73% retained on #7
24	3/11/82					"				70+00	℄		-10	fh	65% "
25	3/12/82					"				70+00	10		-7	fh	61% "
26	3/13/82					"				72+00	15		-6	fh	54% "
27	3/14/82					"				71+50	℄		-8	fh	52% "
28	3/15/82					"				71+50		10	-6	fh	56% "
29	3/17/82					"				71+50	10		-2	fh	57% "

Col. 1=Test No.
Col. 2=Date
Col. 3=Direct Speedy Reading
Col. 4=Dry % from Conv. Chart
Col. 5=Recorded Weight in Lbs.
Col. 6=Recorded Vol. in Cu. Ft.
Col. 7
Col. 8
Col. 10 - % Min. Comp. from spec.

ORIGINAL—LABORATORY

ALLEN & YAZBECK
ATTORNEYS AT LAW

F. GORDON ALLEN
JOSEPH A. YAZBECK, JR.
MARYBETH ORMSBY

735 S W FIRST AVENUE
STROWBRIDGE BUILDING
PORTLAND, OREGON 97204
(503) 224-2147

April 16, 1982

Commissioners, Port of Nehalem
PO Box "G"
Manzanita, OR 97130

Registered No.
Return Receipt Requested

ATTN: Zella C. Schwartzenhauer, Administrative Secretary

Re: Contract with Sandau Dredging,
No. PNEH-82-1

Gentlemen:

Sandau Dredging has a claim for breach of contract for misrepresentation of the materials described in the contract to be dredged. We described this claim in tort claim letter that we provided to the commissioners of the Port.

In addition, Sandau Dredging has a claim for the total amount of dredged material it placed. The present estimates do not reflect the amount actually dredged because they do not account for settlement. Sandau has placed settlement plates and will provide its own measurements shortly.

Very truly yours,

Joseph A. Yazbeck, Jr.

JAY/mch

Enclosure

cc: L. Guy Marshall
Sandau Dredging
Andrew Lagler, President
Port of Nehalem

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF TILLAMOOK

DONALD SANDAU, dba SANDAU DREDGING Plaintiff, v. THE PORT OF NEHALEM, Defendant-Third Party Plaintiff, v. STATE OF OREGON, ex rel DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and WILSEY & HAM, INC., a foreign corporation, Third-Party Defendants.	No. 22-736 PLAINTIFF'S FIRST REQUEST FOR PRODUCTION TO THIRD-PARTY DEFENDANT STATE OF OREGON

TO: STATE OF OREGON, DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, and its attorneys, THE OREGON DEPARTMENT OF JUSTICE.

Pursuant to ORCP 43, plaintiffs request that each defendant produce for inspection and copying within twenty (20) days of the date of service of this request, in the law offices of Allen & Yazbeck, 735 S. W. First Avenue, Portland 97204, the following described documents:

DEFINITIONS

A. The term "person" means, inclusively, an individual, partnership, corporation, or other entity or organization.

B. Where reference is made to any date or any figure, such reference is intended to connote an approximation.

ALLEN & YAZBECK
ATTORNEYS AT LAW
735 S W 1ST AVE
PORTLAND, OREGON 97204
503 224-2147

C. "Document" or "documents" is meant to include all items within the scope of Oregon Rule of Civil Procedure 43 and, without limiting its generality, contracts, agreements, correspondence, letters, telegrams, reports, records, schedules, diaries, calendars, appointment books, invoices, purchase orders, books, pamphlets, accounting records and worksheets, time slips, computer inputs or outputs, charts, diagrams, notes, estimates, summaries, appraisals, inventories, minutes of meetings and memoranda, including intercorporate, intracorporate, interoffice and intraoffice memoranda, and memoranda regarding conferences, conversations or telephone conversations, any and all taped, recorded, written, printed or typed matters of any kind or description, unless otherwise specified herein.

D. When correspondence between one or more persons is requested, the request is meant to include, without limiting its generality, any document or documents given, sent, or shown by one such person to one or more other such persons however transmitted or delivered, and whether or not retained by the recipient or recipients at the time of transmittal or delivery.

E. Each draft or version of each document is included within the definition as are all attachments, exhibits, and enclosures included within all such drafts or versions.

INSTRUCTIONS FOR USE

A. Produce all documents or any parts or segments thereof which are in your possession or subject to your

ALLEN & YAZBECK
ATTORNEYS AT LAW
735 S.W. 1ST AVE.
PORTLAND, OREGON 97204
503-224-2147

possession, custody, control or access. As to any document which you fail to produce, state the location and address where such document can be found, the name of the person who possesses such document, when such document left your possession, and the reasons why you cannot produce such document.

B. If any document is withheld under claim of privilege, you are required to:

(a) Identify each document with sufficient particularity as to author(s), addressee(s), recipient(s) and content to allow the plaintiff to bring the matter before the Court;

(b) The nature of the privilege(s) asserted; and

(c) The factual basis for the claim of privilege.

C. This request is a continuing one. If, after producing documents, defendants obtain or become aware of any further documents responsive to this Request, defendants are required to produce such additional documents.

REQUESTED DOCUMENTS

1. All documents upon which third-party defendant intends to rely at trial.

2. All documents which relate or refer to plaintiff's dredging project on the Nehalem River which is at issue in this lawsuit.

3. All documents which relate or refer to or constitute correspondence between the following persons or

ALLEN & YAZBECK
ATTORNEYS AT LAW
735 S.W. 1ST AVE.
PORTLAND, OREGON 97204
503-224-2147

entities or their agents or employees with regard to the dredging project at issue in this lawsuit:

a) State of Oregon;

b) Department of Transportation;

c) Oregon State Highway Division;

d) Gerald Weimer;

e) Port of Nehalem;

f) Allen Terry & Associates;

g) Sandau Dredging; and

i) Wilsey & Ham, Inc.

4. All documents which relate or refer to or constitute test results, analyses, reports, or test samples relating to the material or characteristics of the material encountered by plaintiff on his dredging project in the Nehalem River which is the subject of this lawsuit.

5. All documents which relate or refer to or constitute daily reports, inspection reports, notes, field reports, memos, or daily diaries, which relate or refer to plaintiff's dredging project on the Nehalem River which is the subject of this lawsuit.

ALLEN & YAZBECK

JOSEPH A. YAZBECK, JR.

JOSEPH A. YAZBECK, JR., OSB# 77400
Of Attorneys for Plaintiff

ALLEN & YAZBECK
ATTORNEYS AT LAW
735 S W 1ST AVE
PORTLAND, OREGON 97204
503-224-2147

ALLEN & YAZBECK
ATTORNEYS AT LAW

F. GORDON ALLEN
JOSEPH A. YAZBECK, JR.
MARYBETH ORMSBY

735 S.W. FIRST AVENUE
STROWBRIDGE BUILDING
PORTLAND, OREGON 97204
(503) 224-2147

April 16, 1982

Commisssioners, Port of Nehalem
PO Box "G"
Manzanita, OR 97130

Registered No.
Return Receipt Requested

ATTN: Zella C. Schwartzenhauer, Administrative Secretary

Re: Tort Claims by Sandau Dredging
Contract No. PNEH-82-1

Gentlemen:

We are attorneys for Sandau Dredging.

Sandau Dredging hereby puts the Port on notice of a tort claim in the amount of $1 per cubic yard for all materials dredged under the above-referenced contract. Sandau commenced dredging in January, 1982 and completed its work in March, 1982. The final measurements have not been taken yet, confirming the total amount of dredged material, but the bid amount is 110,000 cubic yards. Thus, using bid figures, Sandau's claim would be $110,000.

Sandau's claim is based upon negligent misrepresentation of the materials which were to be dredged. The representation was made in the sieve analysis and other information supplied to the bidders with the invitations for bids. Enclosed are sieve analyses which Sandau had taken which shows the actual sieve size of the material which was dredged. This material is gravel and cobbles and is significantly different than the silt and sand described in the bid documents.

During the course of dredging Sandau's equipment was consistently damaged by the material and dredging production was impaired by the nature of the material.

Correspondence concerning this claim should be sent to this office.

Very truly yours,

Joseph A. Yazbeck, Jr.

JAY/mch

Enclosure

cc: L. Guy Marshall
Sandau Dredging
Andrew Lagler, President
Port of Nehalem

NORTHWEST TESTING LABORATORIES

4115 N. MISSISSIPPI AVENUE
P.O. BOX 17126
PORTLAND, OREGON 97217

CONSTRUCTION INSPECTION
MATERIALS INSPECTION
CHEMICAL ANALYSIS
PHYSICAL TESTING

NON-DESTRUCTIVE TESTING
WELDING CERTIFICATION
SOIL TESTING
ASSAYING

February 22, 1982

Phil Martinson Engineering
19550 SE Debora Drive
Boring, Oregon 97009

Gentlemen:

Subject: Gradation analysis performed on one (1) aggregate sample submitted on 2-17-82.

Report:

Item: Dredge Gravel Sample #1
Reference: Sandau Dredging

Gradation Analysis:

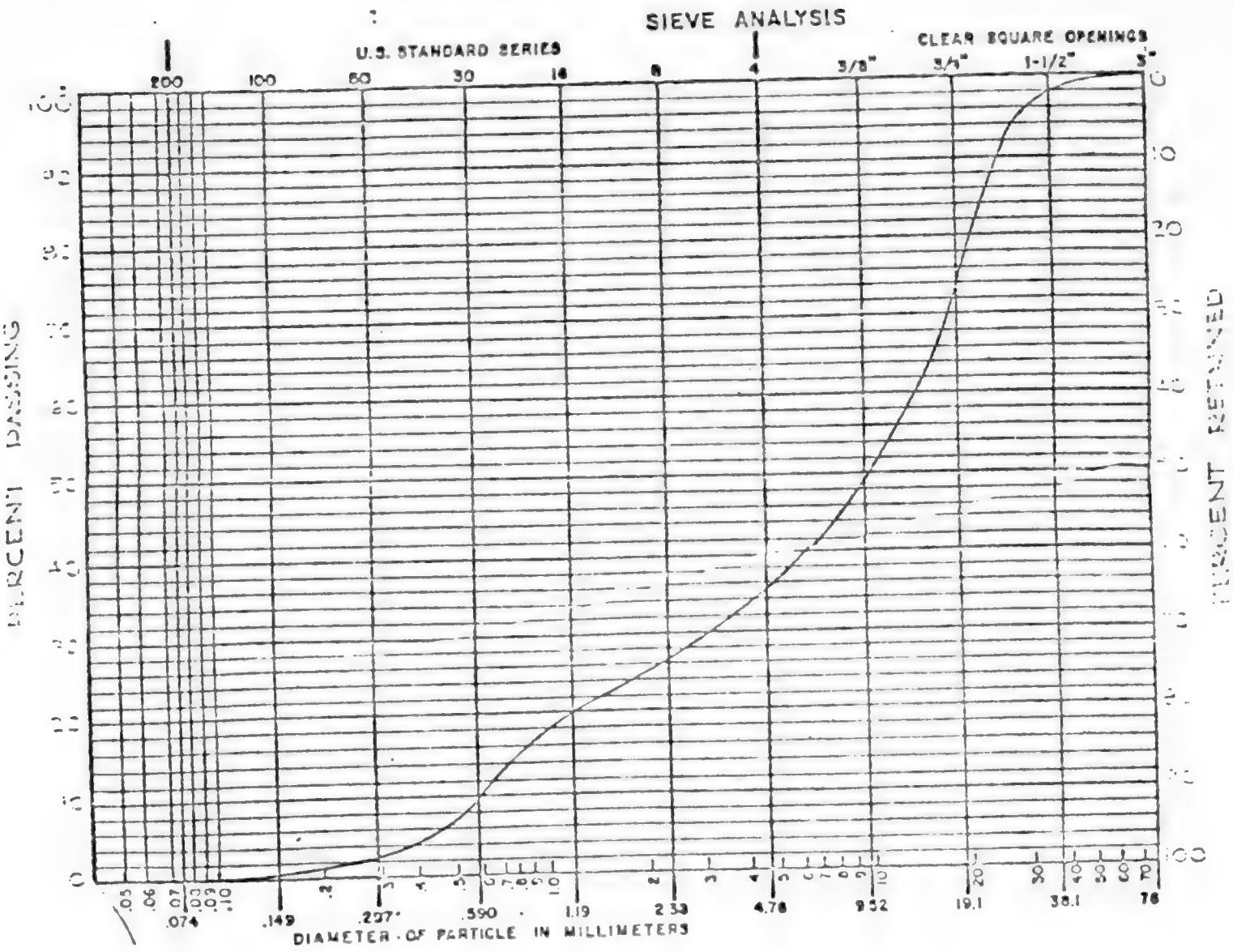
Sieve Size	% Retained	% Passing
2	0	100
1-1/2	1.8	98.2
1	12.7	85.5
3/4	11.2	74.3
1/2	14.8	59.5
3/8	9.4	50.1
1/4	10.0	40.1
#4	4.8	35.3
8	8.2	27.1
10	1.8	25.3
16	5.2	20.1
20	3.9	16.2
30	6.5	9.7
40	3.6	6.1
50	3.7	2.4
60	0.9	1.5
100	0.8	0.7
200	0.4	0.3
-200	0.3	---

Respectfully,
NORTHWEST TESTING LABORATORIES, INC.

Paul Irish, Portland Manager

Report No. 247907

PHIL MARTINSON ENGINEERING
SAMPLE #1



NORTHWEST TESTING LABORATORIES

4115 N. MISSISSIPPI AVENUE
P.O. BOX 17126
PORTLAND, OREGON 97217

CONSTRUCTION INSPECTION
MATERIALS INSPECTION
CHEMICAL ANALYSIS
PHYSICAL TESTING

NON-DESTRUCTIVE TESTING
WELDING CERTIFICATION
SOIL TESTING
ASSAYING

February 22, 1982

Phil Martinson Engineering
19550 SE Debora Drive
Boring, Oregon 97009

Gentlemen:

Subject: Gradation analysis performed on one (1) aggregate sample submitted on 2-17-82.

Report:

Item: Dredge Gravel Sample #2
Reference: Sandau Dredging

Gradation Analysis:

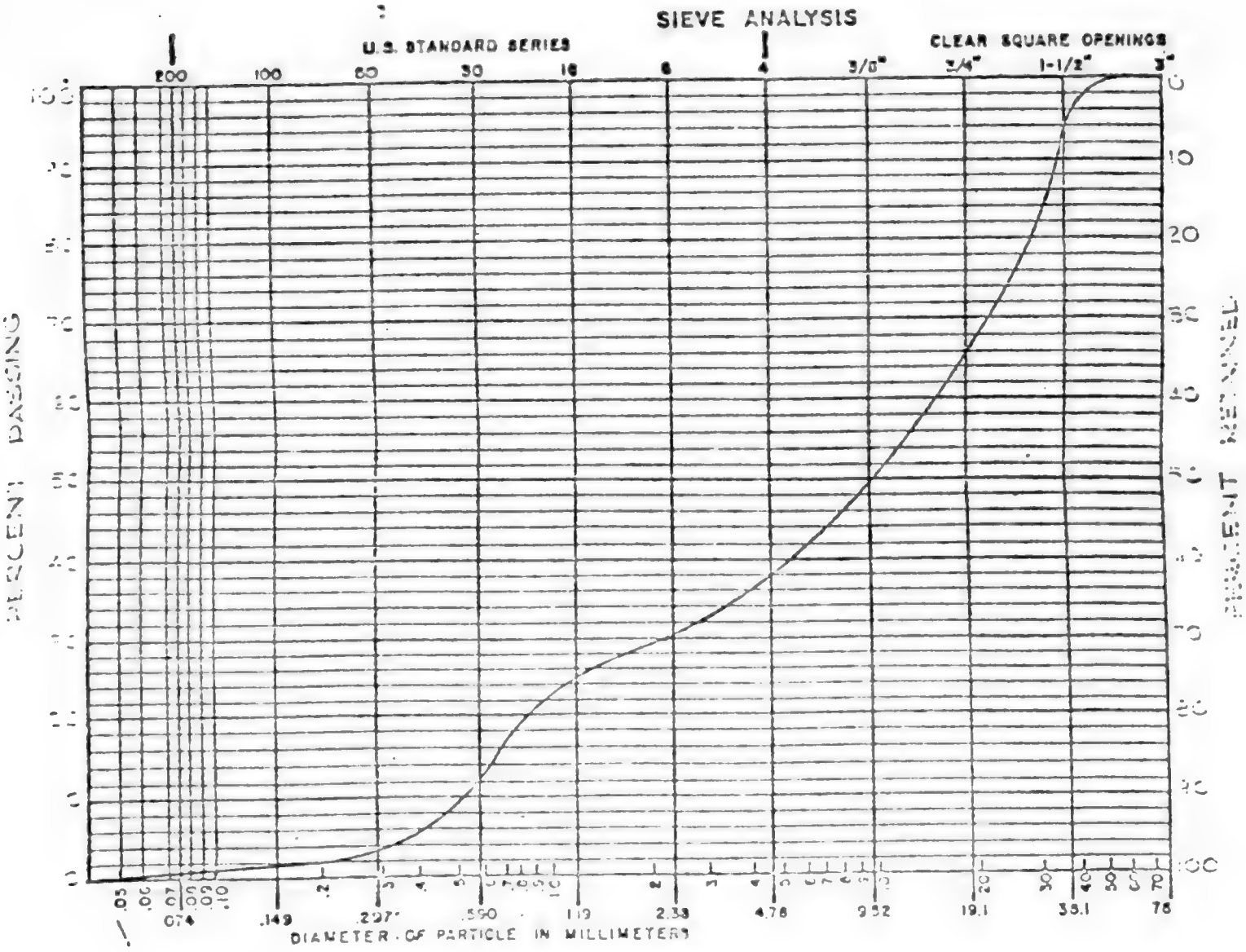
Sieve Size	% Retained	% Passing
2	0	100
1-1/2	6.2	93.8
1	16.1	77.7
3/4	11.4	66.3
1/2	10.7	55.6
3/8	5.2	50.4
1/4	6.7	43.7
#4	4.3	39.4
8	8.7	30.7
10	2.0	28.7
16	5.9	22.8
20	4.0	18.8
30	6.5	12.3
40	6.6	5.7
50	3.5	2.2
60	0.7	1.5
100	0.7	0.8
200	0.4	0.4
-200	0.4	---

Respectfully,
NORTHWEST TESTING LABORATORIES, INC.

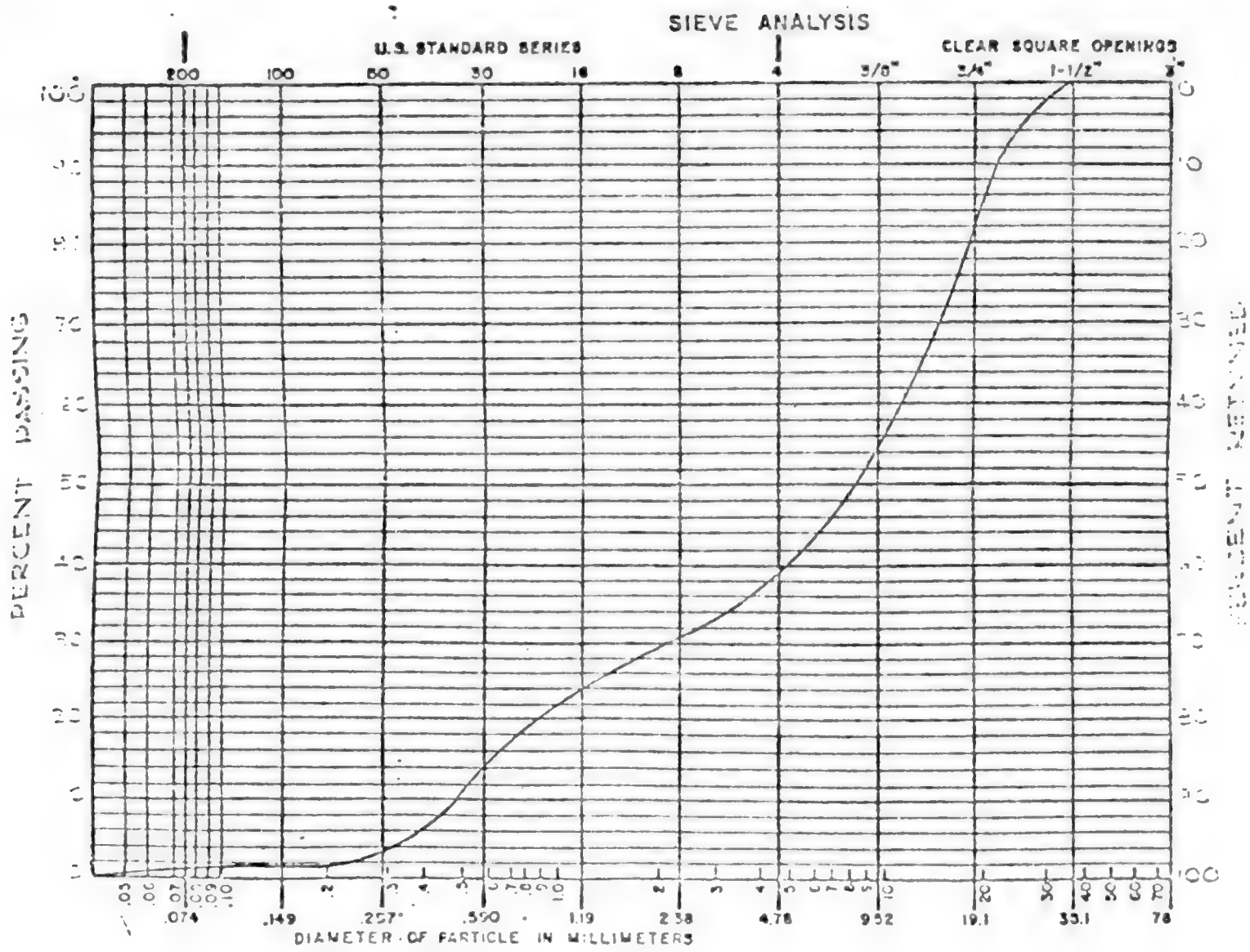
Paul Irish, Portland Manager

Report No. 247906

PHIL MARTINSON ENGINEERING
SAMPLE #2



PHIL MARTINSON ENGINEERING
SAMPLE #3



NORTHWEST TESTING LABORATORIES

4115 N. MISSISSIPPI AVENUE
P.O. BOX 17126
PORTLAND, OREGON 97217

CONSTRUCTION INSPECTION
MATERIALS INSPECTION
CHEMICAL ANALYSIS
PHYSICAL TESTING

NON-DESTRUCTIVE TESTING
WELDING CERTIFICATION
SOIL TESTING
ASSAYING

February 22, 1982

Phil Martinson Engineering
19550 SE Debora Drive
Boring, Oregon 97009

Gentlemen:

Subject: Gradation analysis performed on one (1) aggregate sample submitted on 2-17-82.

Report:

Item: Dredge Gravel Sample #3
Reference: Sandau Dredging

Gradation Analysis:

Sieve Size	% Retained	% Passing
2	0	100
1-1/2	0.3	99.7
1	7.4	92.3
3/4	9.3	83.0
1/2	17.4	65.6
3/8	9.4	56.2
1/4	11.1	45.1
#4	5.3	39.8
8	8.7	31.1
10	1.9	29.2
16	5.4	23.8
20	3.9	19.9
30	5.8	14.1
40	6.4	7.7
50	3.9	3.8
60	1.0	2.8
100	1.0	1.8
200	0.6	1.2
-200	1.2	---

Respectfully,
NORTHWEST TESTING LABORATORIES, INC.

Paul Irish, Portland Manager

Report No. 247905

March 26, 1982

Col.T. Connell
District Engineer
Portland District, Corps of Engineers
P.O. Box 2946
Portland, Oregon 97208

Attention Permit Section

Dear Sir:

This is to advise you that dredging by the Port of Nehalem under your permit 071-OYA-Z-004181, was completed March 19, 1982. A total of Approximately 120,000 cubic yards were removed for use by the Oregon State Highway Division for the approach fill to the new bridge which will cross the Nehalem River near Mile 7.

Very truly yours,
PORT OF NEHALEM
By:Thos. J. Murray & Associates

TJM:le
cy: Port of Nehalem
Oregon State Highway Division
Salem/Astoria

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Region 2
2960 E. STATE STREET, SALEM, OREGON 97310 PHONE 378-2626

MAR 29 RECD

March 25, 1982

CERTIFIED MAIL

Andrew Laglor
PRESIDENT
Port of Nehalem
PO Box G
Manzanita, OR 97130

Re: Contract Modification
Port of Nehalem Agreement
Misc. Agreement No. 7575

Dear Mr. Laglor:

During the course of your contractor, Sandau Dredging Company's dredging operations, it became apparent that seeding and mulching and erosion control netting need not be placed at this time. In order to eliminate the corresponding pay items No. 3 and 4 from your contract with Mr. Sandau, the Port entered into the March 16 "contract modification." That modification specified a $4,000 payment to Sandau Dredging Company. That payment was intended to cover fixed costs.

The intention of this letter is to clarify and broaden, if necessary, the language of the cooperative agreement between the Port and the State to cover this particular payment. The State, by virture of this letter, is agreeable subject to your signing and returning the extra copy. Thank you again for the cooperation and assistance of your board and the Port.

Sincerely,

C. O. Fredrickson, P.E.
REGION 2 ENGINEER

GW/rgb
cc: Guy Marshall
Chet Anderson

AGREED TO:

President, Port of Nehalem
March , 1982

Port of Nehalem

~~NEHALEM, OREGON 97131~~
P. O. Box G
Manzanita, Ore. 97130

March 16, 1982

CONTRACT MODIFICATION

It is mutually agreed by contracting parties that Contract PNMI-82-1 between Sandau Dredging and the Port of Nehalem be modified as follows:

1. Pay Items No. 3 and 4 be deleted.

2. In order to relieve Sandau Dredging of additional overhead costs and loss of profit, a new Pay Item (No. 5, Compensation for Deletions) is being added. This Pay Item shall be in the amount of $4,000.00.

3. All other requirements of aforementioned contract shall remain in force until all work and final estimate have been accepted.

Approved, Date March 16, 1982 — Approved, Date 16 Mar. 1982

Sandau Dredging — Port of Nehalem

94-7

Telephone 364-5211

Sandau Dredging

Don Sandau

677 - 78th Avenue N. E. -- Salem, Oregon 97301

MAR 1 6 REC'D

March 10, 1982

Mr. Allen Terry, Representative
The Port of Nehalem
P.O. Box "G"
Manzanita, OR 97130

Re: Port of Nehalem Drudging Contract

Dear Allen:

We have been discussing deletion of the seeding item for at least the last two weeks. I am at the point where I should proceed with the seeding in the event that the Port wants it done. Please let me know as soon as possible whether the Port will delete the seeding item.

As I told you, we will not agree to delete this material at the contract price. We suggest that the seeding and mulching item be deleted at 70% of the contract price.

Very truly yours,

Donald W. Sandau, President
Sandau Dredging

DWS/dp

FIREMAN'S FUND
INSURANCE COMPANIES

Portland Branch Office
121 S.W. Salmon Street, Suite 900
P.O. Box 3825
Portland, Oregon 97208
Telephone (503) 226-3761

JAMES A. ABBOTT CPCU
Resident Vice President

February 25, 1982

FEB 26 RECD

Mr. Guy Marshall
% Port of Nehalem
P. O. Box G
Manzanita, Oregon 97130

Re: SANDAU DREDGING
Bond #SC 627 3163

Dear Mr. Marshall,

As indicated in our telephone conversation of this date, an extension of time to a contract does not invalidate the corresponding bond. Our files are kept open until completion and acceptance of the work to be done.

I hope this answers your question. If there is anything else I can help you with please give me a call.

Sincerely,

Janelle E. Snyder

Janelle E. Snyder,
Bond Dept.

VICTOR ATIYEH
GOVERNOR

Department of Transportation

HIGHWAY DIVISION

Astoria, OR 97103
February 25, 1982

In Reply Refer to
File No

Don Miller, Commissioner
Port of Nehalem
P.O. Box 75
Wheeler, OR 97147

In setting up the dredging project the character of the material in the river was not known. It was possible that the material dredged from the river would consist of fine sand and silts which would be susceptible to erosion. Because of this possible erosion problem erosion control of the dredge spoils fill slopes was set up as work on the dredging project. It is now obvious that the material being dredged from the river is not of a character prone to severe erosion problems.

As there is not a severe erosion problem it would be desirable to eliminate the erosion control work from the project. Request you ask your contractor to consider the deletion of the erosion control work and pay items from your dredging contract. This should only be considered if the contract change would involve deletionof the two erosion control work and pay items in their entirety with no change in cost on other items and with no further conditions or complications being added to the project.

C. Anderson
Chet Anderson
Project Manager

CA:cdc

cc: G. Wimer, Region 2
file

Port of Nehalem

NEHALEM, OREGON 97131
P. O. Box G
Manzanita, Ore. 97130

February 20, 1982

Sandau Dredging Company
677 - 78 Avenue., N. E.
Salem, Oregon 97301

RE: Port of Nehalem
Contract No. PNEH-82-1

Dear Mr. Sandau:

This is to advise you that a change order is being prepared to extend the termination date of subject contract from February 28, 1982, to March 20, 1982.

This action is being taken to compensate for the loss of time due to extremely inclement weather your organization encountered during the months of January and February, 1982.

All other requirements of your contract with the Port of Nehalem shall remain unchanged.

You are hereby directed to continue to prosecute work under your contract with the stipulation this extension requires you to continue pumping at maximum capacity on your previous three-shift seven-day week schedule.

Very truly yours,

PORT OF NEHALEM

Stanley A. Jud
Secretary

SAJ:zcs

cc: Gerald Wimer, Salem
Chet Anderson, Astoria
L. Guy Marshall, Port Counsel
Thomas J. Murray & Associates

RECEIPT ACKNOWLEDGED 3/1/82
Date

Sandau Dredging Company

By Ronald W. Sandau

MAR 3 RECD

December 10, 1981

Sandau Dredging Company
Salem, OR 97309

Gentlemen:

This letter is to request your acknowledgment and full understanding of the terms of the Contract No. PNEH-82-1 being executed on this date between the Port of Nehalem and Sandau Dredging Company, including the terms of payment as outlined and discussed prior to this signing by both parties herein.

Port of Nehalem

By Stanley A Jund
Its Secretary

ACCEPTED:

Sandau Dredging Company

By Donald W. Sandau
Its _____

9419

29-1965

STATE OF OREGON

INTEROFFICE MEMO

O: D. E. Swan
OPERATION PROGRAMMING ENGINEER

DATE: November 24, 1981

ROM: Gerald Wimer
REGION 2 CONSTRUCTION ENGINEER

UBJECT: Port of Nehalem Dredging
Nehalem River Br. Project
Oregon Coast Highway

The Port of Nehalem opened bids for the subject project Friday, November 13, at 3 p.m. Four bidders submitted bids.

A copy of each of their bid forms is attached. This includes each of their Bid Schedules, Plant and Equipment Schedules, and Bid Bonds. Also Allen G. Terry's November 16, 1981, transmittal note.

This office compared and checked these bids on the attached sheet. The low bid compares favorably with Region Location Engineer Loren Weber's September 24 analysis of maximum that we should pay for the dredging item as follows:

Sandou's bid of $2.516 for 111,000 C Y Embankment in Place:	$ 279,276
Sandou's bid of $1,800 for 11 acres Roadside seed & straw mulch w/Mulch Builder:	$ 19,800
Sandou's bid of $ 3.00 for 7,300 Sq. yds. Erosion Netting:	$ 21,900
Estimated 1% Preliminary Engring:	5,000
Total cost use Sandou's dredging Spoil:	$ 325,976
Maximum allowable from Weber's analysis:	$ 365,000

The Port has 30 days to award. They want to meet with Sandou, State representatives, and their attorney after we determine availability of Federal funds in a preconstruction meeting before award. They know Sandour performed satisfactorily on three dredging projects for the Corps of Engineers but have no personal experience with the company except to answer pre-bid questions as I also did.

Please have these bids and data further reviewed as you deem appropriate.

GW/rgb
cc: Port/Nehalem, Guy Marshall, Tom Murray

9469

PORT OF NEHALEM — BID OPENING — November 13, 1981

Present for the bid opening were: Port of Nehalem, Andrew Lagler, E. E. Stockton, Susan Jud, Don Miller & Zella C. Schwartzenhauer; Murray & Associates, Thomas J. Murray and Allen G. Terry; FISHRAPPER, Paul Rouse; HEADLIGHT-HERALD, Don Cullimore; Sandau Dredging, Richard Turner ? ~~and Don Sandau (didn't sign sheet)~~; Marine Construction & Dredging, Ernie Roque and Ken Youngman; Newport Dredging Co., Walt Glanville; Nehalem River Dredging, Vern Scovell; W. R. Reed & Co., John Martin?; others, Susan Jud, Mohler, and Rod Ewan, Corvallis, Oregon.

At 3 p.m., President Andrew Lagler opened the meeting and turned it over to Secretary Stanley Jud to open and read the bids. The proceedings were tape recorded on cassette. The results of the bids are as follows:

Names of Bidders	Embankment in Place	Ditch Excav.	Roadside Seeding	Erosion Netting	Grand Total
Marine Construction & Dredg. Mt. Vernon, WA	2.92/c.y. 324,120.	10./c.y. 8,270.	400/A 4,400.	1/sq.yd. 7,300.	$344,090.
Newport Dredging	no bid				
Terra Contracting Shady Cove, Ore.	5/c.y. 555,000.	5./c.y. 4,135.	2,000./A 22,000.	2./sq.yd. 14,600.	$595,735.
Sandau Dredging Salem, Ore.	2.516/c.y. 279,276.	1.25/c.y. 1033.75	1800./A 19,800.	3./sq.yd. 21,900.	$322,009.75
Nehalem River Dredging Nehalem, Ore.	3.25/c.y. 360,750.	9./c.y. 7,443.	2218./A 24,398.	3.35/sq.yd. 24,465.	$417,048.

The totals were read again. It was mentioned that there was no engineer's estimate. The contract must be awarded within the next 30 days.

The meeting was finished at 3:25 p.m. and adjourned shortly thereafter.

Copy prepared 11/14/81

Secretary

ATTEST:

Administrative Secretary

Affidavit of Publication

Daily Journal of Commerce

DAILY EXCEPT SATURDAY AND SUNDAY

2014 N.W. 24th Ave. • Portland, Oregon 97210

Phone: (503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH.—ss.

I, I. J. CAPLAN, being first duly sworn, depose and say that I am the Manager of the DAILY JOURNAL OF COMMERCE, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that the

CALL FOR BIDS
Dredging

Ad No. 5014P

a printed copy of which is hereto annexed was published in the entire issue of said newspaper

for one successive and consecutive time in the following issues:

October 29, 1981

Case No.

PORT OF NEHALEM

CHANNEL DREDGING & INCIDENTAL WORK
Bids due 2 p.m. Nov. 13
CALL FOR BID

The Port of Nehalem is receiving bids until 2 P.M., local time, November 13, 1981 for channel dredging and incidental work as listed below. Bids will be publicly opened at 3:00 P.M. at the Wheeler City and Fire Hall, Wheeler, Oregon.

Bids may be directed to the Port of Nehalem, P.O. Box G., Manzanita, Oregon 97130.

Plans and specifications may be obtained by approved bidders from Mrs. Arthur G. Schwartzenhauer, Port Secretary, (phone 368-5401) for a deposit of $50.00.

Work consists of the following items:
1. Channel dredging 111,000 cu. yds. by hydraulic pipeline dredge with disposal into State highway fill.
2. Ditch excavation — 827 cu. yds.
3. Seeding and mulching — 11 acres.
4. Erosion netting — 7,300 sq. yds.

All work must be completed not later than March 1, 1982.

Published October 29, 1981.

5014B-11

Subscribed and sworn to before me this 29 day of October 19 81

Notary Public for Oregon

My Commission Expires Sept 6, 1985

This portion may be detached.

DAILY JOURNAL OF COMMERCE, 2014 N.W. 24th Ave., Portland, Ore. 97210

Port of Nehalem
P.O. Box G.
Manzanita, Oregon 97130

Ad No. 5014B

Send Journal Page when Paid

1982 Col R. Hwy. @ 1st St. 9470
(Rainier) Section.
(Traffic Signal Install.)

CdA 7360 9-18-80

U.S. GOVERNMENT PRINTING OFFICE: 1974 — 732 - 628

r11
9470 OSHD (Coulter)

STATE COPY

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

FINAL ACCEPTANCE REPORT

11-21-23

REGION NO.	REPORT NO.	COUNTY	DIVISION
10	2	Columbia	Oregon
DATE OF REPORT	**REPORT MADE BY**		**PROJECT NO.**
11/28/83	Thomas P. Lowe, Area Engineer		F-1(10)
COMPLETION DATE	**ACCEPTANCE DATE BY CONTRACT AGENCY**	**TIME ELAPSED**	**CONTRACT TIME**
10/27/82	4/15/83	62 %	120 days
APPROVED EXTENSIONS	**LOCATION**		
---------	See Below		

*The PR-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted.
*A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

COLUMBIA RIVER HIGHWAY AT FIRST STREET
COLUMBIA RIVER HIGHWAY
Traffic Signal

The project provided for a new traffic actuated signal at the subject intersection. Curb, sidewalk and some AC paving were also required.

Final construction cost was $78,000. The original authorization was $73,000. Most of the overrun was due to additional AC paving required to protect the traffic loops.

RECEIVED
STATE HWY ENGR
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REFER TO
FOR
Info | Insp | P/D | D.B | Corr

*NOTE: Not applicable for direct federal projects.

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE: Original Signed by T. P. LOWE — Thomas P. Lowe		SIGNATURE: Original Signed By B. K. HOSSNER — Glenn K. Hossner	
TITLE: Area Engineer	DATE: 12/1/83	TITLE: Field Operations Engineer	DATE: 12/2/83

FORM FHWA-1446 B (12-73) FORMERLY PR-33E

Previous Editions of PR-33E Will Not Be Used.

April 27, 1983

Union Indemnity Insurance Company
c/o Northwest Bonding Company
Attn: Dennis V. Gilbert
P. O. Box 1448
Beaverton, OR 97075

CON 5
#9470

Gentlemen or Ladies:

Contract No. 9470 awarded to Ajax Electric Company for traffic signal installation on the Columbia River Highway at 1st Street in Rainier, Columbia County, was completed on March 3, 1983, and accepted by the State Highway Division on April 15, 1983.

Final payment in the amount of $1,363.66 will be released to the contractor after May 2, 1983. The total contract amount is $66,176.59. No work was performed under force account.

No claims for labor or material have been filed with us against the performance bond on this contract.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

dc

cc: Ajax Electric Company
5940 N.E. 45th Avenue
Portland, OR 97218

bc: C. T. Keasey
Walt Hart
V. E. Skoog Attn: Frank Griffin
E. L. Hardt

9470

FORM 734-2001
OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: COLUMBIA RIVER HWY @ 1st STREET(RAINIER)		WEEK ENDING: February 5, 1983
		SECTION PREFIX: 005-1003
HIGHWAY: COLUMBIA RIVER		COUNTY: COLUMBIA
NAME OF JOB: COL.RIV.HWY.@ 1st ST.(RAINIER)	KIND OF WORK: TRAFFIC SIGNAL INSTALLATION	
CONTRACTOR: AJAX ELECTRIC CO.	CONTRACT NUMBER: 9470	FEDERAL AID PROJECT NUMBER: F-1(10)
DATE OF CONTRACT: MAY 19, 1982	DATE WORK STARTED: AUGUST 11, 1982	ESTIMATED COMPLETION DATE:
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN 0 SUPERVISION 0	SPECIFIED WORK DAYS 120 / SPECIFIED CALENDAR DAYS	WORK DAYS USED / CALENDAR DAYS USED 78
	SPECIFIED COMPLETION DATE	PERCENT OF TIME ELAPSED 66
PROJECT AUTHORIZATION: $ 72,655.98		PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100
EXCLUSIVE OF ENGINEERING: $ 66,310.48	ENGINEERING AUTHORIZATION $ 6,345.50	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 106
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $ 70,034.75 ✓	ENGINEERING COST TO DATE $ 7,500.00	DATE PROJECT WAS COMPLETED:
ESTIMATED PERCENT: OVERRUN XXXXXX 5.6 %	PERCENT OF AUTHORIZATION 118 %	October 27, 1982

ESTIMATED PERCENT COMPLETE (ROADWORK)

curbs	sidewalk	AC Pavemt					
100	100	100					

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

SIGNALS

	BASES	POLES	WIRING	SIGNAL HEADS	DETECTOR LOOPS			
PERCENT	100	100	100	100	100			

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY 30	Fair	0		
MONDAY 31	Fair	0		
TUESDAY 1	Fair	0		
WEDNESDAY 2	Fair	0		
THURSDAY 3	Fair	0		
FRIDAY 4	Fair	0		
SATURDAY 5		0		

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FEB 8 1983
CONSTRUCTION SECTION

CE K
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CP

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
Jan 30 SUNDAY	No Activity
Jan 31 MONDAY	No Activity
Feb 1 TUESDAY	No Activity
Feb 2 WEDNESDAY	No Activity
Feb 3 THURSDAY	No Activity
Feb 4 FRIDAY	No Activity
Feb 5 SATURDAY	No Activity

REMARKS

PROJECT STATUS: All road work complete. Traffic signal activated 10/5/82.

ANTICIPATED NEXT WEEK: Submit Semi-Final Estimate.

THIS WILL BE THE LAST WEEKLY REPORT!!

SIGNED Jerry C. Street LOCATION West Linn, Oregon

Jerry C. Street, Project Manager

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED SUBMIT 3 COPIES

SP-F216

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State
MONTHLY TRANSACTION NUMBER 11-159		Oregon
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** 11-30-82	County Columbia
MODIFICATION NUMBER 3		Project Number F-1(10)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on November 26 , 1980 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 86,805.00	$ 92,276.00
Federal funds	$ 76,536.00	$ 81,360.00
Other revisions		

This modification is made for the following reasons: to include increase in construction costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 30th day of November , 1982 .

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By _____

Program Management Engineer
(Title)

X By For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Gen File

Oregon State Highway Division
Salem, Oregon November 23, 1982

Federal-Aid Project
No. F-1(10)

Columbia River Highway @ 1st St. (Rainier) Section
Columbia River Highway
Columbia County

REVISED PROJECT AGREEMENT ESTIMATE

Type Code PE
Preliminary Engineering

Preliminary Engineering		All Required	$ 12,350.00

Type Code ROW
Right-of-Way

Right-of-Way		All Required	$ 1,800.00

Type Code Y031
Traffic Signal

Subtotal of previous estimate of May 20, 1982			$ 63,455.00

Previous Estimate

Class "B" or Class "C" Asphalt Concrete	380 Ton	32.96	$ 12,524.80
			$ 12,524.80

Revised Estimate

Class "B" or Class "C" Asphalt Concrete	546 Ton	32.96	$ 17,996.16
			$ 17,996.16

Increase	$ 5,471.36
SUBTOTAL	68,926.36
Engineering	9,199.64
TOTAL	$ 78,126.00

Length of Project ---------- 0.0 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$12,350.00	$ 10,883.00	$ 1,467.00
Right-of-Way	1,800.00	1,586.00	214.00
Traffic Signal	78,126.00	68,891.00	9,235.00
TOTAL	$92,276.00	$ 81,360.00	$10,916.00

Group 1 90%; Group 8 10%; One Traffic Signal
Contract No. 9470
Prefix: 5-1945
Prefix: 5-2505
Prefix: 5-1003

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State: Oregon
MONTHLY TRANSACTION NUMBER: 6-84		
PROJECT REPORT NUMBER:	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County: Columbia
MODIFICATION NUMBER: 2		Project Number: F-1(10)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on November 26 ,19 80 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 14,150	$ 86,805
Federal funds	$ 12,469	$ 76,536
Other revisions		

This modification is made for the following reasons: adding construction phase.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 9th day of June ,19 82 .

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By _____

Program Management Engineer
(Title)

~~By~~ For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Oregon State Highway Division
Salem, Oregon May 20, 1982

Federal-Aid Project
No. F-1(10)

Columbia River Highway at 1st St. (Rainier)
Columbia River Highway
Columbia County

REVISED PROJECT AGREEMENT

Type Code P.E.
Preliminary Engineering

Preliminary Engineering		All Required	$ 12,350.00

Type Code R/W
Right-of-Way

Right-of-Way		All Required	$ 1,800.00

Type Code Y031
Traffic Signal

Mobilization		All Required	$ 1,531.50
Temporary Protection and Direction of Traffic		All Required	875.50
Temporary Signs	128 Sq. Ft.	4.65	595.50
Flagment	48 Hour	22.70	1,089.60
Street Work		All Required	3,316.40
Class "B" or Class "C" Asphalt Concrete	380 Ton	32.96	12,524.80
Traffic Signal Installation, Complete		All Required	39,772.00
			$ 59,705.00

Anticipated Items

Permanent Pavement Striping		All Required	$ 1,300.00
State Furnished Software		All Required	500.00
Signal Controller Testing and Turn-on		All Required	1,950.00
			$ 3,750.00
		SUBTOTAL	$ 63,455.00
		Engineering	9,200.00
		TOTAL	$ 72,655.00

Length of Project ---------- 0.00 mi.

SUMMARY OF FUNDS (88.18%)

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$12,350.00	$10,883.00	$ 1,467.00
Right-of-Way	1,800.00	1,586.00	214.00
Traffic Signal	72,655.00	64,067.00	8,588.00
TOTAL	$86,805.00	$76,536.00	$10,269.00

Group 1 90%; Group 8 10%; One traffic signal.
Contract No. 9470
Prefix: 5-1945 (P.E.)
Prefix: 5-2505 (R/W)
Prefix: 5-1003 (Const.)

STATE COPY

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State
MONTHLY TRANSACTION NUMBER: 3-173		Oregon
PROJECT REPORT NUMBER:	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County: Columbia
MODIFICATION NUMBER: 1	3-17-82	Project Number: F-1(10)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on November 26, 1980, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 9,000.00	$ 14,150.00
Federal funds	$ 7,930.00	$ 12,419.00 (12,464.00 sw)
Other revisions		

This modification is made for the following reasons: To include approved increase in preliminary engineering, and adding ROW.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 17th day of March, 1982.

Oregon State Highway Division
(Official name of Highway Agency)

By _____

Program Management Engineer
(Title)

XXBy For: H. S. Coulter

State Highway Engineer
(Title)

By _____

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Gen File

Oregon State Highway Division
Salem, Oregon March 22, 1982

Federal Aid Project
No. F-1(10)

Lower Columbia River Highway@1st St. (Rainier) Section
Lower Columbia River Highway
in Columbia County

Revised Project Agreement Estimate

Type Code PE
Preliminary Engineering

Preliminary Engineering	All Required		$ 12,350.00
		TOTAL	$ 12,350.00

Type Code ROW
Right of Way

Right of Way	All Required		$ 1,800.00
		TOTAL	$ 1,800.00

Length of project - - - - - - - - - - 0.1 mi.

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 12,350.00	$ 10,883.00	$ 1,467.00
Right of Way	1,800.00	1,586.00	214.00
Retain in Program			
Contract Work	57,000.00	50,244.00	6,756.00
TOTAL	$ 71,150.00	$ 62,713.00	$ 8,437.00

Group 1 100%
Prefix 5-1945
5-2505

OMB No. 04-R2089

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State Oregon
MONTHLY TRANSACTION NO. 12-54	**FEDERAL-AID PROJECT AGREEMENT** 11/26/80	County Columbia
		Project No. F-1(10)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

US 30; 1st Street (Rainier)

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING	11-3-80	0.1
RIGHTS-OF-WAY		
CONSTRUCTION		
OTHER *(Specify)*		

FUNDS PRO RATA 88.15%

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 9,000.00	$ 7,930.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By _____

for Asst. State Highway Engineer
(Title)

~~By~~ For: H.S. Coulter

State Highway Engineer
(Title)

By _____

_____
(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: G.L. Green

Date executed by
Division Administrator _____

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Gen. File

Oregon State Highway Division
Salem, Oregon November 19, 1980

Federal Aid Project
No. F-1(10)

Lower Columbia River Highway @ 1st St. (Rainier) Section
Lower Columbia River Highway
in Columbia County

PROJECT AGREEMENT ESTIMATE

Type Code PE
Preliminary Engineering

Preliminary Engineering	All Required	$9,000.00
	TOTAL	$9,000.00

Length of Project ---------- 0.1 mi.

Federal Funds ----------	$7,930.00
State Funds ----------	1,070.00
TOTAL	$9,000.00

Group 1-100%
Prefix 5-1945

STATE OF OREGON
HIGHWAY DIVISION - ODOT

INTEROFFICE MEMO
LOC 3

TO: FILE

DATE: May 7, 1982

FROM: for H. S. Coulter
State Highway Engineer

SUBJECT: Footpaths and Bicycle Trails
May 13, 1982 Bid Letting

This is an informational report to document the Highway Division's action taken with regard to establishing footpaths and bicycle trails as set forth in ORS 366.514. Bids will be opened May 13, 1982 on the following projects:

1. Columbia River Highway @ First Street (Rainier)
   Columbia River Highway, Columbia County
   Traffic Signals

   Curb ramps and some sidewalk will be constructed on this project for bicycle and pedestrian use.

2. Canyonville Rock Production
   Tiller-Trail Highway, Douglas County
   Aggregate Crushing

   Footpaths or bicycle trails are not incorporated in this project as no new highway construction, reconstruction or relocation is involved.

3. Oakland-Shady Highway @ Page Road
   Oakland-Shady Highway, Douglas County
   Grading and Paving

   Left-turn median construction. Eleven-foot lanes with four-foot shoulders available.

   Footpaths and bicycle trails will not be established under this project as per ORS Chapter 366, Section 2, subsection 2(c), which states: "...footpaths and trails are not required to be established...where sparsity of population, other available ways or other factors indicate an absence of any need for such paths and trails..."

Contains Recycled Materials

4. Region III (Six Cities) Pavement Marking
Various City Streets, Douglas and Jackson Counties
Pavement Marking

Twelve-inch thermoplastic pavement line will be used for pedestrian crosswalks on this project.

5. John Day-Prairie City
John Day Highway, Grant County
Grading and Paving

Primarily overlay with widening at selected locations. Consists of two twelve-foot lanes with primarily four-foot shoulders available.

Same as No. 3.

6. Poterf Creek-Poodle Creek
Florence-Eugene Highway, Lane County
Grading and Paving
Bikeway Project

Five- to six-foot shoulder bike lanes with a few areas of four-foot sections where wider lanes would be impractical due to excessive cost.

7. Arterial Street Overlay (Portland)
Various City Streets, Multnomah County
Paving

Overlay. Same as No. 2.

DES:ja

cc E. S. Hunter
D. G. Talbot
L. E. George
Frank Terpin
George Bell
Don Harwell

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: F-1(10)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 10047

2A. COUNTY NAME: Columbia

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 4/21/82

8. FEDERAL ROUTE NUMBER: Primary 1

9. STATE ROUTE NUMBER: Primary 2W

10. GENERAL LOCATION:

Lower Columbia River Highway at 1st Street (Rainier)

11. GENERAL DESCRIPTION OF WORK

Traffic Signal

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- [XX] CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [XX] OTHER *(Specify)*
  Permanent Pavement Striping S.F. $1,300
  State Furnished Software $500
  Signal Controller Testing & Turn on $1,950

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate.

Mr. Swan's 4/16/82 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $80,660 Federal Funds $71,121.

A signed copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
APR 27 '82
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

4/27

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
4/21/82	D. K. Swanson	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: F-1(10)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 10047

2A. COUNTY NAME: Columbia

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 3/5/82

8. FEDERAL ROUTE NUMBER: Primary 1

9. STATE ROUTE NUMBER: Primary 2W

10. GENERAL LOCATION:

Lower Columbia River Highway at 1st Street (Rainier)

11. GENERAL DESCRIPTION OF WORK

Program change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☒ OTHER *(Specify)* Program change See below

13. REMARKS

As requested in Mr. Swan's letter of 3/2/82 I approve the revised Preliminary Engineering Costs to a TEC of $12,350 Federal Funds $10,883.

(Increase TEC $3,350 Federal Funds $2,953)

RECEIVED
STATE HWY ENGR
MAR 9 '82
REFER TO

14. DATE: 3/5/82

15. SIGNATURE OF APPROVING OFFICIAL: D K Swanson

16. TITLE: for Division Administrator

FORM PR-1240 (Rev. 1-70) PREVIOUS EDITIONS MAY BE USED

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: F-1(10)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 10047

2A. COUNTY NAME: Columbia

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 1/12/82

8. FEDERAL ROUTE NUMBER: Primary 1

9. STATE ROUTE NUMBER: Primary 2W

10. GENERAL LOCATION:

Lower Columbia River Highway at 1st Street (Ranier)

11. GENERAL DESCRIPTION OF WORK

Program change and Right of Way

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☒ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☒ OTHER *(Specify)* Program change

13. REMARKS

As requested in Mr. Swan's letter of 1/4/82 I approve the program change adding Right of Way and installation of traffic signals to the character of proposed work on the subject project.

Also, as requested, you are now authorized to proceed with the actual acquisition of file No. 52381 as shown on R/W map 5B-1-14 at a TEC of $1,800 Federal Funds $1,586.

Federal participation is limited to that right of way actually incorporated in the final location of the subject project.

RECEIVED
STATE HWY ENGR
JAN 19 '82
REFER TO Morning
FOR
Info | Invest | R/D | D/R | Sign | Act | File

orig 1-19-82

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
1/12/82	A. K. Swanson	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

PRO 6-2

January 4, 1982

Dale E. Wilken
Division Administrator
Federal Highway Administration

D.E. Swan, P.E.
Operation Programming Engineer

Program Change
Item No. 10047
Lower Col. Riv. Hwy. @ 1st St. (Rainier) Sec.
Columbia County

I request your approval of a program change on the subject project to include in the character of proposed work right of way acquisition and the construction phase as indicated on the enclosed Request for Program Change PR-9 form.

I further request authorization to proceed with the actual acquisition of file 52381 at an estimated total cost of $1,800 with an obligation of $1,586 in federal funds. The area to be acquired consists of a temporary work area easement as outlined in red on the enclosed sketch map and does not involve relocation assistance.

CL:bkc
Attachments

cc: R. Bothman (Metro)
J. Boyd
F. Lowe
General Files

Form 734-3122

2W

ROAD DESIGN SECTION 378-6558 ROW 3:1

J. B. Boyd, Manager
Right of Way Section

November 10, 1981

J. H. Versteeg
Road Design Engineer

File 5238A
Lower Columbia River Highway
3 First St. (Rainier) Section
Columbia River Highway
Columbia County

Versteeg
Anderson
Christenson
Olson
Sullivan
Terson
Trout
Wakerlig

RECEIVED
NOV 10 1981
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring to ___/___/___
Action

Attached is a description (1 file), an authorization and right of way prints covering right of way required for the subject project, scheduled for January 28, 1981.

By: ORIGINAL SIGNED BY W. H. WAKERLIG

W. H. Wakerlig
R/W Descriptions Supervisor

WHW:kk
Attachments

FILE: TRA 7

HIGHWAY DIVISION

September 23, 1981

Paul Phillips
Citizens' Representative

H. S. Coulter
State Highway Engineer

Traffic Signal Installation

Mayor Betty Vilhauer from the City of Rainier recently expressed concern about the installation of a traffic signal on the Lower Columbia River Highway at First Street in Rainier. We are still planning to let a contract for the installation of the signal during the current fiscal year which ends July 1, 1982. The field work has been completed and as soon as we can complete the design work, the project will be advertised.

If you have further questions or require more information concerning this matter, please let us know.

DH:rw 1b

bc E. S. Hunter
D. H. Moehring
L. E. George
E. L. Hardt
F. B. Klaboe

City of Rainier

P.O. Box A Rainier, Oregon 97048 Telephone 556-7301

June 1, 1981

Department of Transportation
Metropolitan Branch
6415 S. W. Canyon Ct., Rm 80
Portland, Oregon 97221

Attn: Earl C. Purdy
Resident Location Engineer

RE: Proposed Traffic Signal
Lower Columbia River
Hyw. at First St.

Dear Sir,

We have reviewed signal plans and the two alternate designs on the curb island at the Northwest corner and would recommend the curb delineation be extended Northerly to the existing curb as shown on the plan. Also extending the existing sidewalk with asphalt to match the island elevation.

Please proceed with the project at your earliest convenience.

If I can be of any assistance, please call.

Sincerely,

Betty Vilhauer

Betty Vilhauer
Mayor
City of Rainier

BV:ew

CITY COUNCIL MEETS FIRST AND [illegible]

VICTOR ATIYEH
GOVERNOR

Department of Transportation

METROPOLITAN BRANCH

6415 S.W. CANYON CT., RM. 210, PORTLAND OREGON 97221

Phone 229-5828

May 28, 1981

Hon. Betty Vilhauer
Mayor
City of Rainer
P.O. Box 665
Rainer, OR 97408

Subject: Proposed Traffic Signal
Lower Columbia River
Hwy. at First St.

Dear Madam:

As per your request, I am attaching a print of the Field Preliminary Design Map on the subject project for your use.

Please be advised that you and the Council will have an opportunity to review and respond to the Preliminary Contract Plans before the contract is let.

The normal time span between starting the contract design plans and and the awarding is four months, depending on work load. Construc- time is usually 180 days.

Please advise me if there are any further questions.

Sincerly,

Earl C. Purdy

Earl C. Purdy

cc: Curt Duval
Salem Design

BEFORE THE CITY COUNCIL OF THE

CITY OF RAINIER, OREGON

In the Matter of Installing and Maintaining a Traffic Signal on Highway 30 at First Street, Rainier, Oregon	)	No. 578 RESOLUTION

The above matter came before the City Council at it's meeting on September 2, 1980, and

It Appearing to the council that the State of Oregon, acting by and through it's Department of Transportation, Highway Division, is authorizing the installation and maintenence of a traffic signal pursuant to ORS 487.950 in the City of Rainier, and

It further appearing that the State of Oregon, acting by and through it's Department of Transportation, Highway Division, shall conduct the necessary field surveys and traffic investigations, obtain all right-of-way easements, perform all preliminary engineering and design work required to prepare plans, specifications and estimates, advertise for bids, award all contracts and furnish all construction engineering, material testing, technical inspection, and resident engineering for administration of the contract, and

It further appearing that the State of Oregon, acting by and through it's Department of Transporation, Highway Division, shall, upon completion of the project, perform all necessary maintenance for the operation of the traffic signal equipment, and shall retain complete jurisdiction and control of the timing established for operation of the traffic signals, and

It further appearing that the State of Oregon, acting by and through it's Department of Transportation, Highway Division, shall, without cost to the City, relocate or cause to be relocated, all existing privately-owned utility conduits, lines, poles, mains, pipes, and other facilities that are located on private property where such relocation is necessary to conform said utilities or facilities to the plans for the project, and

with assistance

It further appearing that the City of Rainier shall, upon completion of the project, accept all responsibility for, and pay all costs of, electrical energy consumed in operation of the traffic signals, and

It further appearing that the City of Rainier shall, upon request by the State and without cost to the State, relocate or reconstruct, or cause to be relocated or reconstructed, all privately or publicly-owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature, where such utilities or facilities are located within the right-of-way of any presently existing city street where such relocation or reconstruction is necessary in order to conform the utilities or facilities to the plans for the project, now, therefore,

IT IS HEREBY RESOLVED that the Rainier City Council authorize the signing of the agreement that has been outlined in this resolution and which is more fully set forth in Exhibit "A" attached hereto and by this reference incorporated herein.

PASSED AND ADOPTED by the City Council of the City of Rainier, Oregon, this 2 day of September, 1980.

CITY OF RAINIER

By: _____
Mayor

ATTEST:

By _____
City Recorder

APPROVED AS TO FORM

LUCAS, PETERSEN & HUFFMAN

By _____
Stephen D. Petersen
City Attorney

TRA 7

STATE OF OREGON

INTEROFFICE MEMO

Highway - Traffic

TO: F. E. Terpin
Location Engineer

DATE: September 22, 1981

FROM: L. E. George
Traffic Engineer

SUBJECT: Traffic Signal Installation
Lower Columbia River Hwy. at First St.
Rainer

The subject traffic signal was shown on the last six-year program for the fiscal year 1982 and in the current six-year program that is being worked on it was shown for 1987. At a recent meeting in Scott Coulter's office it was determined that the signal would be contracted in fiscal year 1982. An agreement was negotiated for this project last September and the field work has been completed.

In December of 1980 you wrote a letter indicating that only the field work should be completed and no design work started until further notice. The system warrant for the installation of a traffic signal is met at this location and we are hereby requesting that you take the necessary action so that the design work can be done.

Please let us know when the necessary action is completed so that we can start the signal design.

L. E. George
Traffic Engineer

RECEIVED
STATE HWY ENGR
SEP 23'81
REFER TO

DH:rw

cc: D. H. Moehring
E. L. Hardt
H. S. Coulter

GENERAL FILES

U. S. DEPARTMENT OF TRANSPORTATION — FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

FEDERAL AID PROJECT NO.: I-1(10)

STATE PROJECT NO.: See below

FROM:
G. L. Green, Division Administrator
FHWA, Oregon Division, Salem, OR

PROGRAM NO.:

ITEM NO.: 10047

COUNTY NAME: Columbia

PROGRAM STAGE (Check) ☐ 1. ☐ 2.

TO:

Mr. H. S. Coulter
State Highway Engineer
Oregon State Highway Division
Salem, Oregon

11-10 orig

RECEIVED
STATE HWY ENGR
NOV 10 '80
REFER TO
Moehring
FOR

Info	Inves	R/D	D/R	Sign	Act	File

DATE PS&E APPROVED	DATE AUTHORIZATION EFFECTIVE	FEDERAL ROUTE NUMBER	STATE ROUTE NUMBER
	11-3-80	Primary 1	Primary 2W

GENERAL LOCATION:

Lower Columbia River Highway at 1st Street (Rainier

GENERAL DESCRIPTION OF WORK:

Preliminary Engineering

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

PRELIMINARY ENGINEERING TO DETERMINE
☐ LOCATION ONLY

PRELIMINARY ENGINEERING FOR SURVEY AND PLAN
☒ PREPARATION — Including utility prepatory work TEC $9,000, Federal funds $7,930.

☐ OTHER (Specify)

☐ ACQUISITION OF RIGHT-OF-WAY

CONSTRUCTION - ADVERTISE FOR RECEIPT
☐ OF BIDS

☐ CONSTRUCTION - PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

As requested by Mr. Swan's PEA dated 10-27-80

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
11-3-80	G. K. Hoosier	for Division Administrator

FORM PR-1240 (REV. 8-70) EXISTING STOCKS OF FORM PR-1240 (REV. 6-68) WILL BE USED

☆ U.S. GOVERNMENT PRINTING OFFICE: 1976-631-855

September 18, 1980

AGR 4-1

City of Rainier
City Hall
Rainier, OR 97048

Attention: Eloise Wilson
Acting City Recorder

MISC. CONTRACTS and
AGREEMENTS No. 7360

Gentlemen:

Attached for your files is a fully executed copy of an agreement covering installation of traffic control signal equipment on the Lower Columbia River Highway at First Street in the City of Rainier.

We have retained a fully executed copy of this agreement for the Transportation Commission's files.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

kkr
Attachment

bc: Don Harwell (agreement attached)

1 1 10

2W

LOCATION PROSPECTUS
OREGON DEPARTMENT OF TRANSPORTATION
LOCATION UNIT

NOTE: SHADED AREAS TO BE COMPLETED IN SALEM OFFICE

DATE

PREFIX

1 IDENTIFICATION

PROJECT NAME
Lower Columbia River Highway @ First Street

HIGHWAY NAME
Lower Columbia River

HIGHWAY NUMBER
2W

REGION	ADMINISTRATIVE DISTRICT	COUNTY	CITY
1	2A	Columbia	Rainier

LENGTH	MILEPOST NUMBER			
0.1	47.0	TO	☐ RURAL	☒ URBAN

LOCAL GOVERNMENT PROJECT? ☐ YES ☒ NO

IF YES, UNIT OF GOVERNMENT

TYPE OF FUNDS
☐ FAI ☐ FAP ☐ FAS ☒ STATE ☐ FAUS ☐ OTHER

METHOD OF CONSTRUCTION
☒ CONTRACT ☐ STATE FORCE ☐ OTHER

TYPE OF WORK
☐ GRADING ☐ PAVING ☐ STRUCTURE ☐ SIGN ☒ SIGNAL ☐ ILLUMINATION ☐ ROADSIDE IMPROVEMENT ☐ OTHER

PROJECT DESCRIPTION

Install a two-phase signal at the intersection of the Lower Columbia River Highway at First Street in the City of Rainier.

1 Version ✓
2 Chron ✓
3 Sullivan
Taylor
4 Walker

RECEIVED
SEP 04 1980
ROAD DESIGN SECTION

REFERRED TO
Consult engineer
Cost
Watson
Survey
Right
Design
Copy
Due
BY FINAL DESIGN ENGINEER

2 - TRAFFIC DATA

EXISTING AVERAGE DAILY TRAFFIC (YEAR-VOLUME)	PROJECTED AVERAGE DAILY TRAFFIC (YEAR-VOLUME)
1978 - 8,200	

LEVEL OF SERVICE	A	B	C	D	E	F
EXISTING	☐	☐	☐	☐	☐	☐
PROPOSED	☐	☐	☐	☐	☐	☐

DESIGN SPEED (MPH)	DESIGN STANDARDS	TRAFFIC ANALYSIS		
25		☐ LIGHT	☑ MEDIUM	☐ HEAVY

APPROVED
Thomas E. Verpia
Location Engineer
Date 8/18/80

3 - FEATURES	EXISTING NUMBER AND WIDTH	PROPOSED NUMBER AND WIDTH
TRAVEL LANES	2 - 12' each	Same
SHOULDERS	None	Same
MEDIANS	None	Same
PARKING LANES	2 - 10' each	Same
SIDEWALKS	2 - 5' to 8'	Same
BIKEWAYS	None	Same
INTERCHANGES	None	Same
OTHER:		

	YES	NO	MAYBE
Channelization	☐	☒	☐
Frontage Roads	☐	☒	☐
Traffic Signals	☒	☐	☐
Signing	☒	☐	☐
Illumination	☐	☒	☐
Structures	☐	☒	☐
Stage Construction	☐	☒	☐
Pedestrian Crossing	☐	☒	☐
Rest Area	☐	☒	☐
Truck Scale Site	☐	☒	☐
Landscaping	☐	☒	☐
Drainage	☐	☒	☐
River _____	☐	☒	☐
Stream _____	☐	☒	☐
Storm Sewer	☐	☒	☐
Sanitary Sewer	☐	☒	☐
Right of Way	☐	☒	☐
Simple Acquisition	☐	☒	☐
Complex Acquisition	☐	☒	☐
Relocations	☐	☒	☐

	YES	NO	MAYBE
Right of Way (cont.) Improvements	☐	☒	☐
Access Control	☐	☒	☐
Railroad Crossing	☐	☒	☐
At Grade	☐	☒	☐
Separated	☐	☒	☐
Railroad Encroachment	☐	☒	☐
Permits	☐	☒	☐
Conditional Use	☐	☒	☐
Flood Plain	☐	☒	☐
Irrigation District	☐	☒	☐
Water District	☐	☒	☐
Drainage District	☐	☒	☐
Div. of State Lands	☐	☒	☐
Dept. of Geology & Min. Ind.	☐	☒	☐
Corps of Engineers	☐	☒	☐
Coast Guard	☐	☒	☐
DEQ NPS Air Pollution	☐	☒	☐
DEQ NPS Water Pollution	☐	☒	☐
Building	☐	☒	☐
Fish & Wildlife Approval	☐	☒	☐

3 - FEATURES (cont.)

	Y.	NO	MAYBE
Agreements (City-County Etc.)	☒	☐	☐
Environmental Assessment	☐	☒	☐
Statewide Assessment	☐	☒	☐
Negative Declaration	☐	☒	☐
Environmental Impact Statement	☐	☒	☐
4-F Statement	☐	☒	☐
Citizen Advisory Committee	☐	☒	☐
Public Hearing _____	☐	☒	☐
Borrow Source	☐	☒	☐
Material Source	☐	☒	☐
Utilities	☒	☐	☐

Type _____

	YES	NO	MAYBE
Hydraulics Study	☐	☒	☐
Soils Investigation	☐	☒	☐
Airport Clearance	☐	☒	☐
Economic Analysis	☐	☒	☐
Requires Field Survey	☒	☐	☐
Old Survey Available	☐	☐	☒
Requires Vicinity Map	☐	☒	☐
Requires Photogrammetry	☐	☒	☐
Requires Reconnaissance Survey	☐	☒	☐
Reconnaissance Available	☐	☒	☐
Design Review	☐	☒	☐

4 - WORK ITEMS

	TO BE PERFORMED BY APPLICANT	STATE	CONSULTANT
PRELIMINARY ENGINEERING	☐	☒	☐
RIGHT-OF-WAY N/A	☐	☐	☐
CONSTRUCTION ENGINEERING	☐	☒	☐

5 - DURATION TIMES (MONTHS)

	FLOAT	ACTIVE
RECONNAISSANCE SURVEY	( )	N/A
DRAFT ENVIRONMENTAL IMPACT STATEMENT	( )	N/A
CORRIDOR APPROVAL	( )	N/A
FIELD SURVEY	(2)	1
PRELIMINARY DESIGN	( )	N/A
DESIGN APPROVAL/FINAL EIS	( )	N/A
RIGHT-OF-WAY DESCRIPTIONS	( )	N/A
RIGHT-OF-WAY ACQUISITION	( )	N/A
P.S. & E. DOCUMENTS	( )	3

RECOMMENDED CONSTRUCTION DATE _____ (Region) FIQ '82 (Salem)

6 - SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING
No grading or surfacing required.		

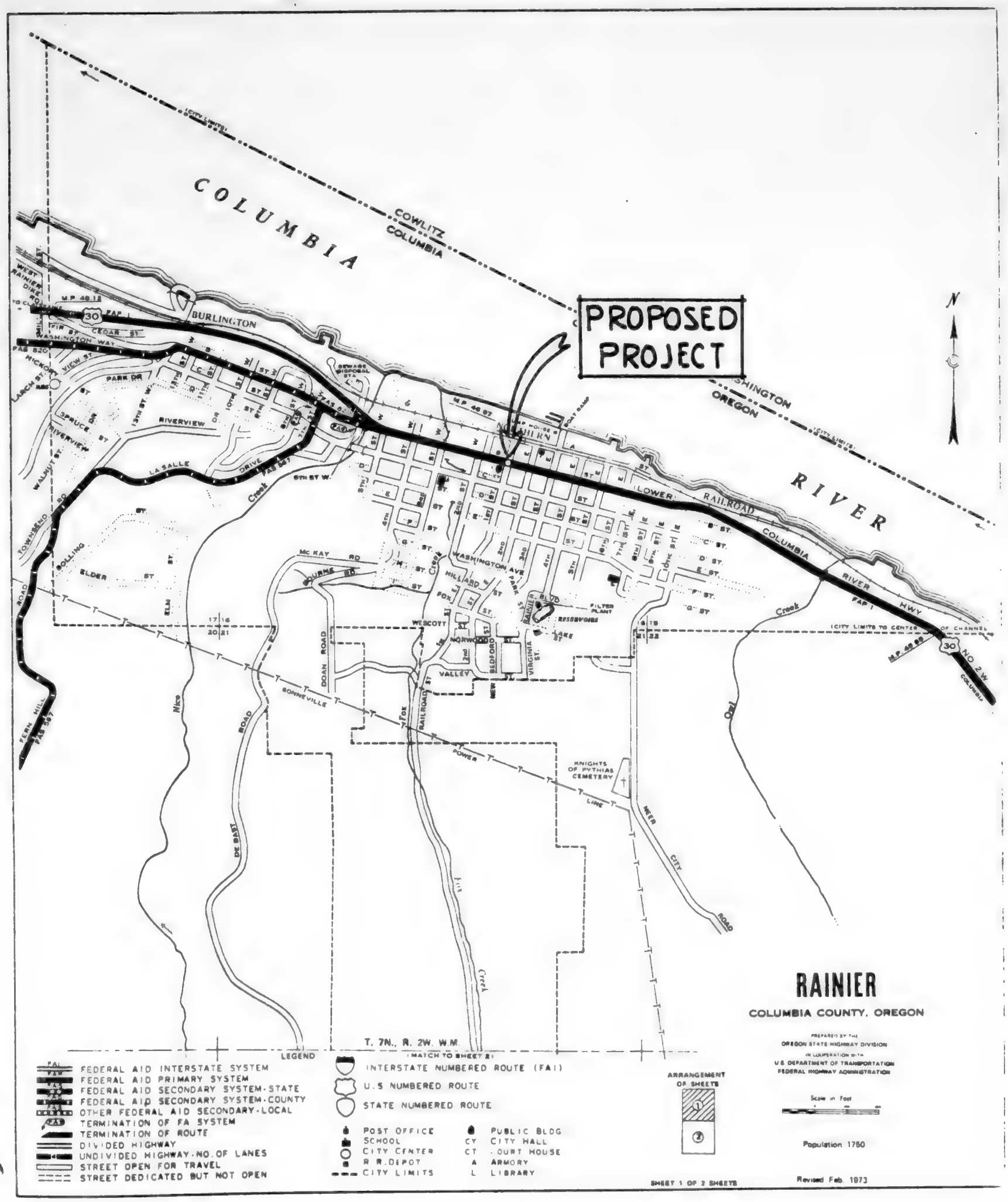
7 - TYPICAL SECTION AND LOCATION

Attach 8½ x 11 inch sheets for general location map and typical section (roadway & structure).

8 - PROJECT COST ESTIMATES

	REGION	SALEM
PRELIMINARY ENGINEERING	9,000	9,000
RIGHT OF WAY		
TRAFFIC CONTROL	60,000	60,000
ILLUMINATION		
STRUCTURES		
RAILROAD		
ROADWAY		
OTHER _____		
ENGINEERING & CONTINGENCIES		
PROJECT TOTAL	69,000	69,000

SUBMITTED BY _____



RAINIER

COLUMBIA COUNTY, OREGON

LEGEND

- FEDERAL AID INTERSTATE SYSTEM
- FEDERAL AID PRIMARY SYSTEM
- FEDERAL AID SECONDARY SYSTEM-STATE
- FEDERAL AID SECONDARY SYSTEM-COUNTY
- OTHER FEDERAL AID SECONDARY-LOCAL
- TERMINATION OF FA SYSTEM
- TERMINATION OF ROUTE
- DIVIDED HIGHWAY
- UNDIVIDED HIGHWAY-NO. OF LANES
- STREET OPEN FOR TRAVEL
- STREET DEDICATED BUT NOT OPEN

- INTERSTATE NUMBERED ROUTE (FAI)
- U.S NUMBERED ROUTE
- STATE NUMBERED ROUTE

- POST OFFICE
- SCHOOL
- CITY CENTER
- R R.DEPOT
- CITY LIMITS
- PUBLIC BLDG
- CY CITY HALL
- CT COURT HOUSE
- A ARMORY
- L LIBRARY

ARRANGEMENT OF SHEETS

PREPARED BY THE OREGON STATE HIGHWAY DIVISION IN COOPERATION WITH U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION

Scale in Feet

Population 1750

SHEET 1 OF 2 SHEETS

Revised Feb. 1973

Form-81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

Region 1 - Milwaukie

April 6, 1978

FILE:

ORIGINAL SIGNED BY
R. W. FAILMEZGER

FROM: RONALD W. FAILMEZGER
Region Traffic Engineer

TO: MEMO TO FILE

SUBJECT: MEETING RE: TRAFFIC SIGNAL INVESTIGATION
Lower Columbia River Highway @ First Street
City of Rainier
US 30 Hwy. No. 2W M.P. 46.97

At 10:30 A.M. April 5, I met with Ellie Wilson, Assistant City Recorder; Kathy Parsley, City Planner; and Nawana Rice of the Police Department. The purpose of this meeting was to explain the results of the traffic signal investigation at the subject intersection.

It was explained that, during the course of the investigation, stop signs were missing on the side street and the flasher unit at the intersection was not flashing at night and that both of these conditions have been corrected.

It was explained that the Transportation Commission has adopted the Manual on Uniform Traffic Control Devices which spells out certain requirements for the installation of traffic signals. I shared that the subject intersection falls short of the normal traffic volume warrants on the side street. It was explained that the systems warrant was met on the basis that this side street connected to primary areas of generated traffic and that the total volume entering the intersection for the peak hour exceeded 800 vehicles. With this warrant being met this location could be placed on the State-wide Priority Listing for Traffic Signals. It was explained that this location would be of a low priority under this signal warrant and it was unkown when a project might be funded.

The City was concerned about the cost and whether the City could participate by providing the match funds for a project. I advised them that there were several ways of funding a project, and that I would have Jon Rose, Federal Aid Engineer, contact them concerning the options in funding.

RWF/vwk

cc: Klaboe
Coulter
Hunter
Bothman
George - Please add this to the priority list as a two phase actuated at $35,000.
Hardt
Geibel
Rose - Please contact Kathy Parsley 556-7301

RECEIVED DOT OPERATIONS APR 10 '78 REFER TO FOR: Info, Invest, R/D, S/R, Sign, Act, File

SKETCH MAP

Lower Columbia River Hwy.

City of Rainier

Cat.

Fabrics

2 HR.

STREET

2 HR.

Market

STOP

1 ST

STOP flap

FY

FR FR

FY

STOP flap STREET

STOP

Carpets

(US 30)

'B'

½ HR

City Hall

SCHOOL CROSSING

20 MPH CROSSING HOURS

DEPARTMENT OF TRANSPORTATION
OREGON STATE HIGHWAY DIVISION
Traffic Engineering Section
Region 1

TRAFFIC SIGNAL WARRANT COMPARISON*

Highway Name Lower Columbia River Cross Street 1ST Street City Rainier

Hourly Volumes on Major Street - Any 8 Hrs. (Total of both approaches)	470	451	658	598	625	749	907	544
Hourly Minor Street Volumes - Same 8 Hrs. (Highest hourly volumes from either approach)	33	39	51	38	34	62	48	39
Hourly Pedestrian volumes Across Major Street - Same 8 Hrs. (Highest volume crosswalk)	23	24	51	22	24	26	22	6

	Minimum Volume Warrant**	Number of Hours Warrant is Met (8 required)
1. Minimum Vehicular Volume:		
Major Street	350	8
Minor Street	125	0
2. Interruption of Continuous Traffic:		
Major Street	525	6
Minor Street	52	2
3. Minimum Pedestrian Volume:		
Vehicular Volume (Major Street)	420	8
Pedestrian Volume	105	0
4. Accident Experience:		
Preventable Accidents (last 12 Months)	0	
Minimum Warrant	5	
5. Systems Warrant:		
Entering Volume (Weekday peak hour)	888	
Minimum Warrant	800	

Date of Traffic Count 3/23/73

* The hourly warrants are those prescribed in the National Manual on Uniform Traffic Control Devices for Streets and Highways, 1971 edition.

** ____ standard warrants used.
X 70% of standard warrants used due to 85 percentile speed in excess of 40 MPH or isolated community with population less than 10,000.

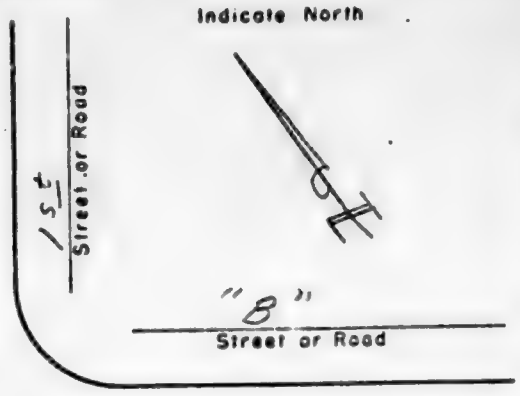
Oregon State Highway Division
Traffic Engineering Section
Accident Analysis

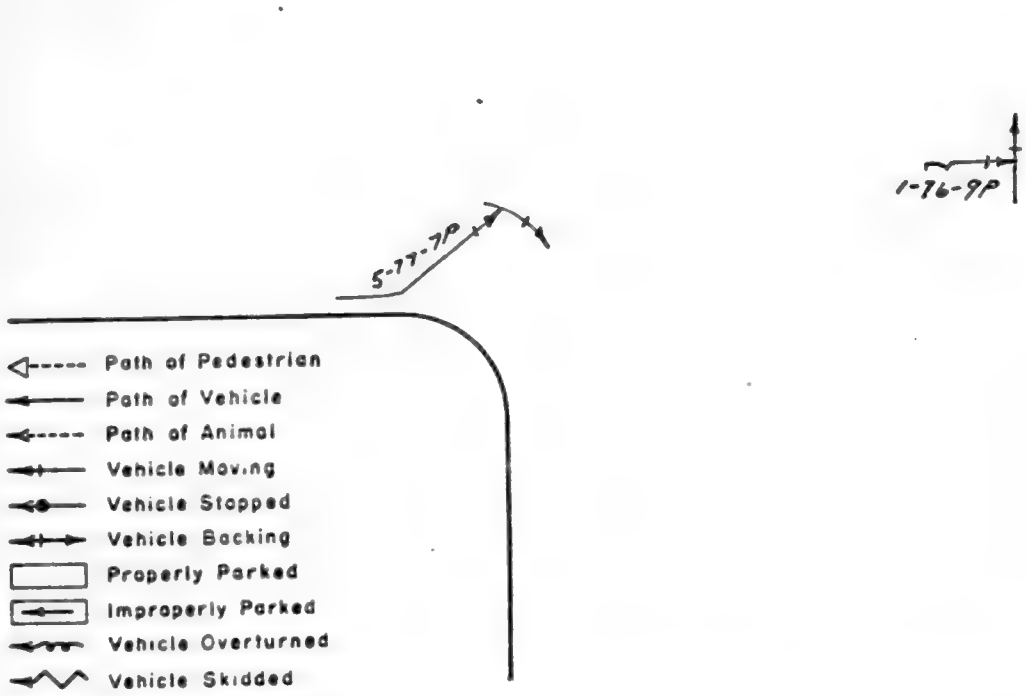
COLLISION DIAGRAM

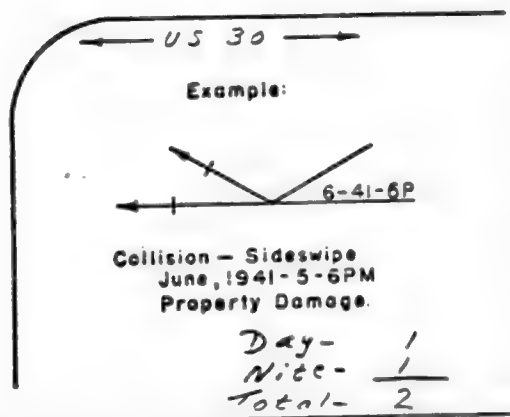
City of Rainier County Columbia
Intersection of "B" St. and First St.
Highway Number 2W (US 30) MP 46.97
Period Covered 1-1-73 12-31-77
Compiled by [illegible] Drawn by _____ Date 2-16-78

LEGEND

- Person Killed
- Pedestrian Killed
- Person Injured
- Pedestrian Injured
- Property Damage Only
- Collision - Rear-end
- Collision - Head-on
- Collision - Sideswipe







Collision Type	1973-1974				1975				1976				10 mos. 1977				Total			
	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop Damage	Total
Angle											1	1							1	1
Head-on																				
Rear-end																				
Sideswipe																				
Turning Movement																				
Parking															1	1			1	1
Non-collision																				
Fixed Object																				
Pedestrian																				
Backing																				
Misc.																				
TOTAL				0				0			1	1			1	1			2	2

Form E-260 — 2M — 11-45 5/70

OREGON STATE HIGHWAY DIVISION
TRAFFIC ENGINEERING SECTION

TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE Mar. 2 (PM) & 3 (AM), 1978
DAY OF WEEK Thur & Fri
ACTUAL COUNT (VEH.) 12 HRS.
HOURS COUNTED 6A-6P
PEDESTRIAN COUNT 12 HRS.
HOURS COUNTED 6A-6P
WEATHER Cloudy

CITY OR COUNTY Rainier
INTERSECTION OF Lower Columbia River Hwy #2W (US 30) & 1st St
MILE POST 46.97
CLASSIFICATION All Vehicles

OE RE RME RCE BE
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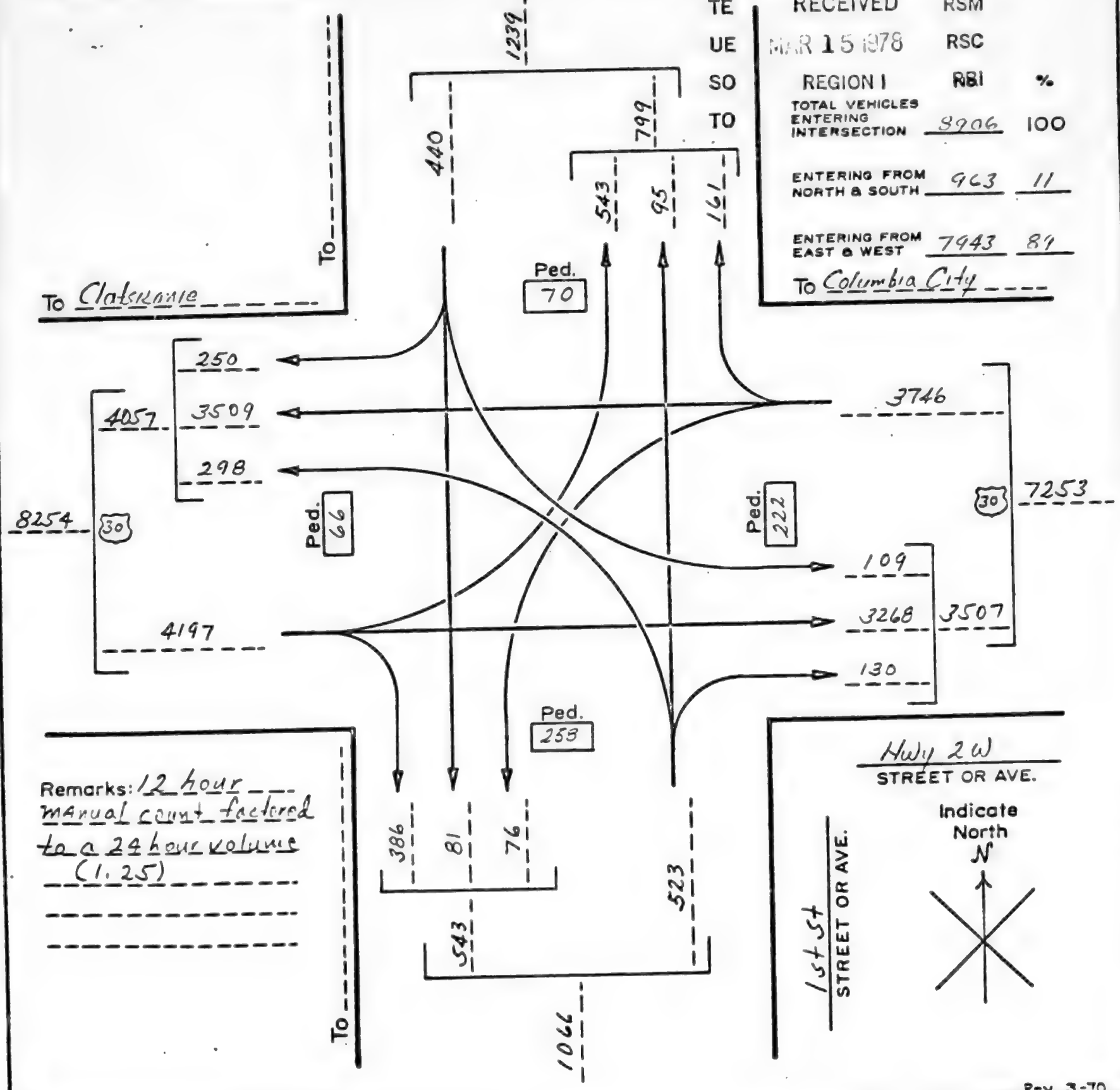
RECEIVED
MAR 15 1978
REGION 1

	RSM	RSC	RBI	%
TOTAL VEHICLES ENTERING INTERSECTION			8906	100
ENTERING FROM NORTH & SOUTH			963	11
ENTERING FROM EAST & WEST			7943	89

To Columbia City



Remarks: 12 hour manual count factored to a 24 hour volume (1.25)

Rev. 3-70

Rev. 3'70

OREGON STATE HIGHWAY DIVISION
TRAFFIC ENGINEERING SECTION

SUMMARY OF TRAFFIC COUNT

Date Mar 2 (PM) & 3 (AM), 1978
Day of week Thurs & Fri
Hours counted 12 hours (6A-6P)
Weather Cloudy

Classification All Vehicles

City or County Rainier
Intersection Lower Columbia River (US 30) & 1st St
Mile Post 46.97

	TIME	SUMMARY BY MOVEMENTS													From North and South	Per Cent of Total	From East and West	Per Cent of Total	ENTERING VOLUMES - SUMMARY BY LEGS				PEA
		North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL					North	East	West	South	Nort
A.M.	6:00- 7:00	2	2	6	9	0	0	123	73	0	1	1	2	219	11	05	208	95	8	125	83	3	5
	7:00- 8:00	4	5	5	24	0	3	213	189	1	1	10	12	467	25	05	442	95	9	219	223	16	
	8:00- 9:00	7	9	11	15	1	8	153	156	3	8	38	32	442	68	15	374	85	20	165	209	48	2
	9:00-10:00	7	8	14	31	5	6	203	159	6	6	21	16	482	54	11	428	89	26	217	211	28	
	10:00-11:00	10	8	19	36	4	4	220	188	2	6	16	16	529	59	11	470	89	(33)	230	240	26	
	11:00-12:00	7	4	27	33	5	8	214	179	1	6	20	17	521	70	13	451	87	(39)	219	232	31	
	12:00- 1:00	14	18	17	71	11	13	254	263	13	13	39	25	751	93	12	658	88	42	295	373	51 -	
P.M.	1:00- 2:00	7	15	21	34	10	10	243	276	13	11	17	12	669	71	11	598	89	(38)	271	327	33	
	2:00- 3:00	3	12	17	39	8	3	263	271	5	13	35	18	687	62	09	625	91	28	283	345	34	
	3:00- 4:00	8	15	19	42	10	9	300	349	7	13	36	40	848	99	12	749	88	37	322	427	62 -	1
	4:00- 5:00	8	19	20	62	5	4	368	306	8	16	44	28	888	81	09	807	91	33	395	412	48 -	1
	5:00- 6:00	10	14	24	38	5	8	253	205	2	10	32	20	621	77	12	544	88	(39)	266	275	28	2
A.M.	6:00- 7:00																						
	7:00- 8:00																						
	8:00- 9:00																						
	9:00-10:00																						
	10:00-11:00																						
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P.M.	12:00- 1:00																						
	1:00- 2:00																						
	2:00- 3:00																						
	3:00- 4:00																						
	4:00- 5:00																						
	5:00- 6:00																						
24-Hour total .		107	161	250	543	81	95	3509	3268	76	130	386	298	8706	963	11	7943	89	440	3746	4197	523	6
__-Hour total .																							
12-Hour total .		87	129	200	434	65	76	2807	2614	61	104	309	238	7124	770	11	6354	89	352	2997	3357	418	(5)
Control . . .																							
Factor 1.25																							

Tabulated by Ray Readnight
Checked by KJS - 3-14-77

1st St ..... St. is North and South
Hwy 2W ..... St. is East and West

OREGON STATE HIGHWAY DIVISION
TRAFFIC ENGINEERING SECTION

SUMMARY OF TRAFFIC COUNT

(PM) & 3 (AM), 1978
Tues & Fri
9 hours (6A-6P)
udy

Classification All Vehicles

City or County Rainier
Intersection Lower Columbia River Hwy #2W (US 30) & 1st St
Mile Post 46.97

SUMMARY BY MOVEMENTS																ENTERING VOLUMES – SUMMARY BY LEGS				PEDESTRIANS USING CROSSWALKS			
th to et	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	North	East	West	South	North S O	East S O	West S O	South S O
6	9	0	0	123	73	0	1	1	2	219	11	05	208	95	8	125	83	3	1	2	1	
5	24	0	3	213	189	1	1	10	12	467	25	05	442	95	9	219	223	16	1	1 4		13 1
1	15	7	8	153	156	3	8	38	32	442	68	15	374	85	20	165	209	43	2 3	1 14	3	26 4
4	31	5	6	203	159	6	6	21	16	482	54	11	428	89	26	217	211	28	6	12	2 5	9
9	36	4	4	220	188	2	6	16	16	529	59	11	470	89	(33)	230	240	26	8	23	2 5	1 13
7	33	5	8	214	179	1	6	20	17	521	70	13	451	87	(39)	219	232	31	5	2 12	3	4 9
7	71	11	13	254	263	13	13	39	25	751	93	12	658	88	42	285	373	51	10	32 19	10 7	15 21
1	34	10	10	243	276	13	11	17	12	669	71	11	598	89	(38)	271	327	33	4	6 16	5	3 25
7	39	8	3	263	271	5	13	35	18	687	62	09	625	91	28	283	345	34	9	3 21	10	4 17
9	42	10	9	300	349	7	13	36	40	848	99	12	749	88	37	322	427	62	1 3	12 14	3	21 23
0	62	5	4	368	306	8	16	44	28	888	81	09	807	91	33	395	412	48	1 9	5 17	5 5	8 22
4	38	5	8	253	205	2	10	32	20	621	77	12	544	88	(39)	266	275	28	2 5	3 3		13 6
0	543	81	95	3509	3268	76	130	386	298	8706	963	11	7943	89	440	3746	4197	523	6 64	5 157	19 47	103 150
0	434	65	76	2807	2614	61	104	309	238	7124	770	11	6354	89	352	2997	3357	418	(70)	(222)	(66)	(258)

Tabulated by Ray Readnight

Checked by KPJ - 3-14-77

St. ... St. is North and South

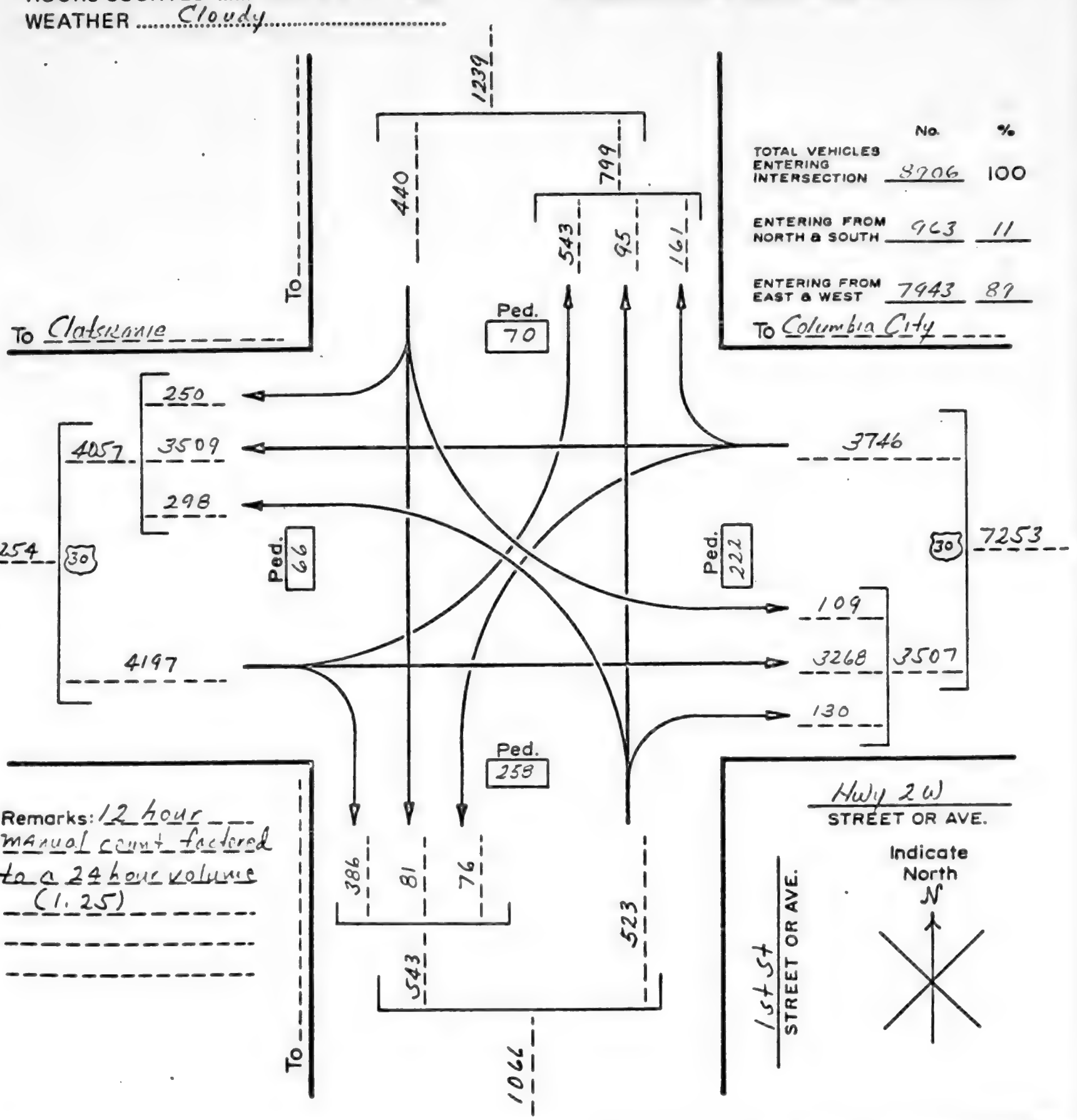
2W ... St. is East and West

OREGON STATE HIGHWAY DIVISION
TRAFFIC ENGINEERING SECTION

TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE Mar. 2 (PM) & 3 (AM), 1978
DAY OF WEEK Thur & Fri
ACTUAL COUNT (VEH.) 12 HRS.
HOURS COUNTED 6A-6P
PEDESTRIAN COUNT 12 HRS.
HOURS COUNTED 6A-6P
WEATHER Cloudy

CITY OR COUNTY Rainier
INTERSECTION OF Lower Columbia River Hwy #2W (US 30) & 1st St
MILE POST Mp. 77
CLASSIFICATION All Vehicles



	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	8706	100
ENTERING FROM NORTH & SOUTH	963	11
ENTERING FROM EAST & WEST	7943	89

To Columbia City

Remarks: 12 hour manual count factored to a 24 hour volume (1.25)

Rev. 3-70

Rev. 3'70

OREGON STATE HIGHWAY DIVISION
TRAFFIC ENGINEERING SECTION

SUMMARY OF TRAFFIC COUNT

Date Mar 2 (PM) & 3 (AM), 1978
Day of week Thur. & Fri
Hours counted 12 hours (6A-6P)
Weather Cloudy

Classification All Vehicles

City or County Rainier
Intersection Lower Columbia Rive (US 30) & 1st St
Mile Post 46.97

	TIME	SUMMARY BY MOVEMENTS													From North and South	Per Cent of Total	From East and West	Per Cent of Total	ENTERING VOLUMES - SUMMARY BY LEGS				
		North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL					North	East	West	South	
A.M.	6:00- 7:00	2	2	6	9	0	0	123	73	0	1	1	2	219	11	05	208	95	8	125	83	3	
	7:00- 8:00	4	5	5	24	0	3	213	189	1	1	10	12	467	25	05	442	95	9	219	223	16	
	8:00- 9:00	7	9	11	15	2	8	153	156	3	8	38	32	442	68	15	374	85	20	165	209	48	2
	9:00-10:00	7	8	14	31	5	6	203	159	6	6	21	16	482	54	11	428	89	26	217	211	28	
	10:00-11:00	10	8	19	36	4	4	220	188	2	6	16	16	529	59	11	470	89	33	230	240	26	
	11:00-12:00	7	4	27	33	5	8	214	179	1	6	20	17	521	70	13	451	87	39	219	232	31	
	12:00- 1:00	14	18	17	71	11	13	254	263	13	13	39	25	751	93	12	658	88	42	285	373	51	
P.M.	1:00- 2:00	7	15	21	34	10	10	243	276	13	11	17	12	669	71	11	598	89	38	271	327	33	
	2:00- 3:00	3	12	17	39	8	3	263	271	5	13	35	18	687	62	09	625	91	28	283	345	34	
	3:00- 4:00	8	15	19	42	10	9	300	349	7	13	36	40	848	99	12	749	88	37	322	427	62	1
	4:00- 5:00	8	19	20	62	5	4	368	306	8	16	44	28	899	81	09	807	91	33	395	412	48	1
	5:00- 6:00	10	14	24	38	5	8	253	205	2	10	32	20	621	77	12	544	88	39	266	275	38	2
	6:00- 7:00																						
	7:00- 8:00																						
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A.M.	12:00- 1:00																						
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	4:00- 5:00																						
	5:00- 6:00																						
24-Hour total .		107	161	250	543	81	95	3509	3268	76	130	386	298	8906	963	11	7943	89	440	3746	4197	523	6
__-Hour total .																							
12-Hour total .		87	129	200	434	65	76	2807	2614	61	104	309	238	7124	770	11	6354	89	352	2997	3357	418	
Control . . .																							
Factor 1.25																							

Tabulated by Ray Readnight
Checked by KJS - 3-14-77

1st St ..... St. is North and South
Hwy 2W ..... St. is East and West

OREGON STATE HIGHWAY DIVISION
TRAFFIC ENGINEERING SECTION

SUMMARY OF TRAFFIC COUNT

2 (PM) & 3 (AM), 1978
Thu & Fri
ed 12 hours (6A-6P)
Cloudy

Classification All Vehicles

City or County Rainier
Intersection Lower Columbia River Hwy #2W (US 30) & 1st St
Mile Post 46.97

SUMMARY BY MOVEMENTS

	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL
	6	9	0	0	123	73	0	1	1	2	219
	5	24	0	3	213	189	1	1	10	12	467
	11	15	7	8	153	156	3	8	38	32	442
	14	31	5	6	203	159	6	6	21	16	482
	19	36	4	4	220	188	2	6	16	16	529
	27	33	5	8	214	179	1	6	20	17	521
	17	71	11	13	254	263	13	13	39	25	751
	21	34	10	10	243	276	13	11	17	12	669
	17	39	8	3	263	271	5	13	35	18	687
	19	42	10	9	300	349	7	13	36	40	848
	20	62	5	4	368	306	8	16	44	28	899
	24	38	5	8	253	205	2	10	32	20	621
	250	543	81	95	3509	3268	76	130	386	298	8906
	200	431	65	76	2807	2614	61	104	309	238	7124

From North and South	Per Cent of Total	From East and West	Per Cent of Total
11	05	208	95
25	05	442	95
68	15	374	85
54	11	428	89
59	11	470	89
70	13	451	87
93	12	658	88
71	11	598	89
62	09	625	91
99	12	749	88
81	09	807	91
77	12	544	88
963	11	7943	89
770	11	6354	89

ENTERING VOLUMES - SUMMARY BY LEGS

	North	East	West	South
	8	125	83	3
	9	219	223	16
	20	165	209	43
	26	217	211	28
	33	230	240	26
	39	219	232	31
	42	285	373	51
	38	271	327	33
	28	283	345	34
	37	322	427	62
	33	395	412	48
	39	266	275	38
	440	3746	4197	523
	352	2997	3357	418

PEDESTRIANS USING CROSSWALKS

	North S	North O	East S	East O	West S	West O	South S	South O
		1		2		1		
		1	1	4			13	1
	2	3	1	14		3	26	4
		6		12	2	5		9
		8		23	2	5		13
		5	2	12		3	4	9
		10	32	19	10	7	15	21
		4	6	16		5	3	25
		9	3	21		10	4	17
	1	3	12	14		3	21	23
	1	9	5	17	5	5	8	22
	2	5	3	3			13	6
	6	64	15	157	19	47	103	150
	(10)		(222)		(66)		(258)	

Tabulated by Ray Roadnight
Checked by KJ - 3-14-77

1st St ..... St. is North and South
Hwy 2W ..... St. is East and West

ROBERT W. STRAUB
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Region 1
P.O. BOX 02157, PORTLAND, OREGON 97202 PHONE 653-3090

April 6, 1978

Ronald L. Davis, Mayor
City of Rainier
P.O. Box A
Rainier, Oregon 97048

Re: Traffic Signal Request
Lower Columbia River Highway
at First Street
City of Rainier
US 30 Hwy. No. 2W M.P. 46.97

Dear Mayor Davis:

A survey of traffic conditions at the subject intersection for the determination of the need for traffic signals has been completed. On April 5 I met with Ellie Wilson, Kathy Parsley, and Nawana Rice at City Hall to discuss the results of the investigation. During this visit we discussed the concerns of the City about traffic matters at this intersection. There was an explanation made of the requirements set forth by the National Manual on Uniform Traffic Control Devices as adopted by the Transportation Commission for the installation of traffic signals.

Our investigation included a vehicle and pedestrian count on the highest days of traffic volume as suggested by Nawana Rice who made some of the previous traffic counts. Also included in the study was a review of the past reported accident records.

The manual vehicle and pedestrian count showed that one of the traffic signal warrants is met. This particular warrant is met when the intersection to be signalized would encourage concentration and organization of traffic flow networks and is part of the street or highway system that serves as a principle network for through traffic flow and it connects areas of principle traffic generation. This warrant for signalization does not give it a high priority for funding.

RECEIVED
DOT OPERATIONS
APR 10 '78
REFER TO
FOR
Info | Invest | R/D | D/R | Sign | Act | File

I believe it was mentioned in previous correspondence that an intersection that meets the requirements for traffic signals is added to our State-wide Traffic Signal Priority Listing and then traffic signals are installed off this list as funds become available. This location will be included on the Priority Listing.

Your Planning Representative, Kathy Parsley, was interested in ways of funding such a project. I am having Jon Rose, our Federal Aid Engineer, make a contact with her to explain the funding process for a project of this type.

Very truly yours,

ORIGINAL SIGNED BY
RD. W. FAILMEZGER

Ronald W. Failmezger
Region Traffic Engineer

bc: Klaboe
Coulter
Hunter
Bothman
George
Hardt
Geibel
Rose

February 1, 1973

Mr. Ronald L. Davis
Mayor of Rainier
Post Office Box A
Rainier, OR 97048

Dear Mayor Davis:

This will acknowledge your January 19 letter regarding the need for a traffic light at the intersection of US30 and First Street in Rainier. We will proceed with an investigation to determine if this traffic signal is warranted under the guidelines in the National Manual on Uniform Traffic Control Devices. Our investigation will include an analysis of vehicular traffic volumes, pedestrian volumes, past accident experience and the physical conditions at the intersection. When the study is completed in four to six weeks, we will advise you of our findings.

In the Resolution adopted by the Rainier City Council it was stated that the City had no funds to finance the signal but that the State was financially able to furnish and install signals. Under our current financial restraints, the State is not able to fund this type of project. Upcoming elections could improve our situation. We currently have a large backlog of needed signals at locations that meet warrants for which funding is not available. Should the First Street intersection meet the required warrants, we will add the location to our Traffic Signal Priority List. Signals are installed off this list if and when funds are available.

Thank you for your letter and detailed study. We will keep you advised of our findings.

Sincerely,

F. B. Klaboe, Assistant
Director for Operations

bc: H. S. Coulter
E. S. Hunter
E. L. Hardt - Please investigate and contact the City
L. E. George regarding your findings. FBK

RDT:rw srb

City of Rainier

P.O. Box A Rainier, Oregon 97048 Telephone 556-7301

January 19, 1978

Robert Bruco, Director
Dept. of Transportation
135 Transportation Bldgs.
Salem, OR 97310

Dear Mr. Bruco:

Enclosed you will find a survey prepared by our Community Service Officer, Nawana Rice of the Rainier Police Dept, with cover letter.

Also enclosed is a Resolution #532 adopted by City Council on January 16, 1978 which the City of Rainier request your consideration from the Dept. of Transportation to install a traffic light at the intersection Hwy 30 and First street, City of Rainier. This traffic light is greatly needed.

Please give this survey your consideration and the citizen of the City of Rainier of your decision in this matter as soon as possible. Thank you.

RECEIVED
TECHNICAL SERVICES
JAN 26 '78
REFER TO
Bud George
FOR

Sincerely,

Ronald L. Davis

Ronald L. Davis

Mayor

RLD:cs

RECEIVED
DOT O.E.R.
JAN 25 '78
REFER TO
FOR

RECEIVED

CITY COUNCIL MEETS FIRST AND THIRD MONDAY EACH MONTH

BEFORE THE CITY COUNCIL OF

THE CITY OF RAINIER, OREGON

In the Matter of the Installation of a Traffic Control Signal at the Intersection of Highway 30 and 1st Street	)	No. 532 RESOLUTION

The above matter came on regularly before the City Council at its meeting on January 16, 1978 , and

It appearing to the Council that the State of Oregon has funds available for the installation of traffic control signals through the State on its highways; and

It further appearing to the Council that the RAINIER POLICE DEPARTMENT conducted a survey of the traffic and pedestrian flow at the intersection of Highway 30 and 1st Street and come to the conclusion that a traffic control signal is needed; and

It further appearing to the Council that the City has no funds to finance the installation of a traffic control signal and the State being financially able to furnish and install traffic control signals; now, therefore,

IT IS HEREBY RESOLVED AND ORDERED that the City make application to the State for the installation of a traffic control signal at the State's expense.

PASSED AND ADOPTED by the City Council of the City of Rainier, Oregon, this 16th day of January, 1978.

CITY OF RAINIER

By Ronald L Lewis
Mayor

ATTEST:

By Esther F. Perry
City Recorder

APPROVED AS TO FORM:

By Stephen D. Peterson
City Attorney

TABLE OF CONTENTS

COVER LETTER	PAGE I
TOTAL # HOURS	PAGE II
TOTALS & AVERAGES	PAGE III
DIRECTION MAP	PAGE IV
HOURLY STATISTICS	PAGES 1-16

C. F. STANDLEY
Chief of Police

Rainier Police Department

P. O. Box 456 • Rainier, Oregon 97048

Business (503) 556-3644
Emergency (503)556-3795

November 21, 1977

To Chief Standley;

On November 3, 1977 through November 9, 1977, I was assigned to monitor traffic and pedestrian flow at the intersection of Hwy 30 (B street, Rainier) and 1st Street. The purpose of this assignment was to get a physical count of the traffic and pedestrians at the above intersection. My hours were staggered so as to get count of the flow through all daylight hours. I spent a total of 34 hours during that time period monitoring traffic.

While on this assignment I noted a large amount of the traffic (Approx. 35%) traveling on Hwy 30 (B st, Rainier) turned either North or South onto 1st Street. I also noted that during the heaviest traffic flow times, it was almost an impossibility for the pedestrians to cross the street, sometimes waiting up to 3 to 5 minutes to cross.

Attached is a report on the traffic count, giving directions of the flows, numbers of vehicles (cars & trucks) and number of pedestrians. I hope that this report will be sufficient in assisting you in your endeavor to obtain a traffic signal at Hwy 30 & 1st Street . I feel from my monitoring that it is a necessity. If I can be of further assistance please feel free to contact me.

Respectfully Submitted,
Nawana Rice
Nawana Rice
Community Service Officer

Total Number Hours

	Time Span	Hours
Nov.3, 1977	0800 hrs to 1000 hrs	2
	1100 hrs to 1400 hrs	3
	1600 hrs to 1800 hrs	2
Nov. 4, 1977	0900 hrs to 1100 hrs	2
	1200 hrs to 1400 hrs	2
	1500 hrs to 1800 hrs	3
Nov. 5, 1977	1000 hrs to 1300 hrs	3
	1400 hrs to 1600 hrs	2
Nov. 7, 1977	0800 hrs to 1000 hrs	2
	1100 hrs to 1300 hrs	2
	1500 hrs to 1700 hrs	2
Nov. 8, 1977	0900 hrs to 1100 hrs	2
Nov. 9, 1977	0800 hrs to 1000 hrs	2
	1200 hrs to 1500 hrs	2
	1500 hrs to 1600 hrs	1
	Total Hours	34

		Total		Average Per Hour	
West Bound Traffic on Hwy 30	Cars	7,125	Cars	209.5	
	Trucks	626	Trucks	18.4	
East Bound Traffic on Hwy 30	Cars	9,191	Cars	270.3	
	Trucks	572	Trucks	16.8	
South Bound Traffic Approching Hwy 30 on 1st Street	Cars	933	Cars	27.4	
	Trucks	28	Trucks	.82	
North Bound Traffic Approching Hwy 30 on 1st Street	Cars	1461	Cars	42.9	
	Total Cars	18,710	Cars	550.2	
	Total Trucks	1259	Trucks	37	
	Total Vehicles	19,969	Vehicles	587.32352	
Pedestrians Crossing 1st (Both sides of Street East & West)	Total	857		25.2	
Pedestrians Crossing Hwy 30 (Both sides of Hwy North & South)	Total	940		27.6	
	Total Pedestrians	1797		52.85	

N

S

Mr.
Bo.

W

E

City
Hall

N

HWY 30

1st Street

Nov. 3, 1977 0800 hrs. to 1000 hrs.

West Bound Traffic on Hwy 30	Cars	352
	Trucks	41
	Vehicle Total	393
East Bound Traffic on Hwy 30	Cars	300
	Trucks	23
	Vehicle Total	323
South Bound Traffic Approching Hwy 30 on 1 st Street		
	Cars	25
	Trucks	0
	Vehicle Total	25
North Bound Traffic Approching Hwy 30 on 1 st. Street		
	Cars	66
	Trucks	0
	Vehicle Total	66
Pedrestrians Crossing 1 st. (Both sides of street East & West)	Total	41
Pedrestrians Crossing Hwy 30 (Both sides of Hwy North & South)	Total	43

Total Cars 743
Total Trucks 64

Total Vehicles 807

Total Pedrestrians 84

Nov. 3, 1977 1100 hrs. to 1400 hrs.

West Bound Traffic on Hwy 30	Cars	573
	Trucks	57
	Vehicle Total	630
East Bound Traffic on Hwy 30	Cars	818
	Trucks	54
	Vehicle Total	872
South Bound Traffic Approching Hwy 30 on 1 st. Street	Cars	97
	Trucks	1
	Vehicle Total	98
North Bound Traffic Approching Hwy 30 on 1 st. Street	Cars	128
	Trucks	1
	Vehicle Total	129
Pedrestrians Crossing Hwy 30 (Both sides of Hwy North & South)	Total	129
Pedrestrians Crossing 1 st. (Both sides of Street East & West)	Total	103

Total	Cars	1616
Total	Trucks	113
Total	Vehicles	1729

Total Pedestrians

232

Nov. 3, 1977 1600 hrs To 1800 hrs.

West Bound Traffic on Hwy 30		Cars	529
		Trucks	24
	Vehicle	Total	553
East Bound Traffic on Hwy 30		Cars	719
		Trucks	37
	Vehicle	Total	756
South Bound Traffic Approching Hwy 30 on 1 st. Street		Cars	59
		Trucks	0
	Vehicle	Total	59
North Bound Traffic Approching Hwy 30 on 1 st. Street		Cars	99
		Trucks	0
	Vehicle	Total	99
Pedrestrians Crossing 1 st (Both sides of Street East & West)		Total	41
Pedrestrians Crossing Hwy 30 (Both sides of Street North & South)		Total	32

Total Cars	1406
Total Trucks	61
Total Vehicles	1467

Total Pedrestrians

79

Nov. 4, 1977

0900 hrs to 1100 hrs

West Bound Traffic on Hwy 30	Cars	305
	Trucks	39
	Vehicle Total	364
East Bound Traffic Hwy 30	Cars	416
	Trucks	39
	Vehicle Total	455
South Bound Traffic Approching Hwy 30 on 1 st. Street	Cars	45
	Trucks	5
	Vehicle Total	50
North Bound Traffic Approchin, Hwy 30 on 1 st. Street	Cars	49
	Trucks	7
	Vehicle Total	56

Pedrestrians Crossing 1 st. (Both sides of Street East & West)	Total	22
Pedrestrians Crossing Hwy 30 (Both sides of Hwy North & South)	Total	35

Total Cars	815
Total Trucks	110
Total Vehicles	925

Total Pedrestrians

57

Nov. 4, 1977 1200 hrs to 1400 hrs

West Bound Traffic on Hwy 30

Cars	423
Trucks	42
Vehicle Total	465

East Bound Traffic Hwy 30

Cars	601
Trucks	43
Vehicle Total	644

South Bound Traffic Approching Hwy 30 on 1 st, Street

Cars	73
Trucks	7
Vehicle Total	80

North Bound Traffic Approching Hwy 30 on 1 st. Street

Cars	126
Trucks	11
Vehicle Total	137

Pedrestrians Crossing 1 st. (Both sides of Street East & West) Total 67

Pedrestrians Crossing Hwy 30 (Both sides of Hwy North & South) Total 86

Total Cars	1223
Total Trucks	103
Vehicle Total	1326

Total Pedrestrians 153

Nov. 4, 1977 1500 hrs to 1800 hrs

West Bound Traffic on Hwy 30	Cars	905
	Trucks	43
	Vehicle Total	948
East Bound Traffic on Hwy 30	Cars	1,180
	Trucks	59
	Vehicle Total	1,239
South Bound Traffic Approching Hwy 30 on 1 st. Street	Cars	107
	Trucks	2
	Vehicle Total	109
Noth Bound Traffic Approching Hwy 30 on 1 st. Street	Cars	160
	Trucks	0
		160
Pedrestrians Crossing 1 st. (Both sides of street East & West)	Total	75
Pedrestrians Crossing Hwy 30 (Both sides of Hwy North & South)	Total	66

Total Cars	2352
Total Trucks	104
Total Vehicles	2456

Total Pedrestrians
141

Nov. 5, 1977 1000 hrs to 1300 hrs

West Bound Traffic on Hwy 30	Cars	700
	Trucks	17
	Vehicle Total	717
East Bound Traffic on Hwy 30	Cars	758
	Trucks	12
	Vehicle Total	770
South Bound Traffic Approching Hwy 30 on 1 st. Street	Cars	70
	Trucks	1
	Vehicle Total	71
North Bound Traffic Approching Hwy 30 on 1 st. Street	Cars	123
	Trucks	0
	Vehicle Total	123
Pedrestrians Crossing 1 st. (Both sides of Street East & West)	Total	46
Pedrestrians Crossing Hwy 30 (Both sides of Hwy North & South	Total	60

Total Cars	1651
Total Trucks	30
Total Vehicles	1681

Total Pedrestrians
106

Nov. 5, 1977 1400 hrs to 1600 hrs

West Bound Traffic on Hwy 30	Cars	480
	Trucks	10
	Vehicle Total	490
East Bound Traffic on Hwy 30	Cars	579
	Trucks	7
	Vehicle Total	586
South Bound Traffic Approching Hwy 30 on 1 st. Street	Cars	59
	Trucks	1
	Vehicle Total	60
North Bound Traffic Approching Hwy 30 on 1 st. Street	Cars	66
	Trucks	0
	Vehicle Total	66

Pedrestrians Crossing 1 st (Both sides of street East & West)	Total	20
Pedrestrians Crossing Hwy 30 (Both sides of Hwy North & South)	Total	64

Total Cars	1184
Total Trucks	18
Total Vehicles	1202

Total Pedrestrians

84

Nov. 7, 1977 0800 hrs to 1000 hrs

West Bound Traffic on Hwy 30	Cars	318
	Trucks	48
	Vehicle Total	366
East Bound Traffic on HWy 30	Cars	373
	Trucks	22
	Vehicle Total	395
South Bound Traffic Approching Hwy 30 on 1 st. Street	Cars	28
	Trucks	1
	Vehicle Total	29
North Bound Traffic Approching Hwy 30 on 1 st. Street	Cars	89
	Trucks	1
	Vehicle Total	90
Pedrestrians Crossing 1 st (Both sides of Street East & WEST)	Total	45
Pedrestrians Crossing Hwy 30 (Both sides of Hwy North & South)	Total	36

Total Cars	808
Total Trucks	72
Total Vehicles	880

Total Pedrestrians
81

Nov. 7, 1977 1100 hrs to 1300 hrs

West Bound Traffic on Hwy 30	Cars	422
	Trucks	55
	Vehicle Total	477
East Bound Traffic on Hwy 30	Cars	545
	Trucks	41
	Vehicle Total	586
South Bound Traffic Approching Hwy 30 on 1 st. Street	Cars	92
	Trucks	2
	Vehicle Total	83
North Bound Traffic Approching Hwy 30 on 1 st. Street	Cars	81
	Trucks	2
	Vehicle Total	83
Pedrestrians Crossing 1 st (Both sides of Street East & West)	Total	72
Pedrestrians Crossing Hwy 30 (Both sides of Hwy North & South)	Total	93

Total Cars	1140
Total Trucks	100
Total Vehicles	1240

Total Pedrestrians
165

Nov. 7, 1977 1500 hrs to 1700 hrs

West Bound Traffic on Hwy 30	Cars	562
	Trucks	45
	Vehicle Total	607
East Bound Traffic on Hwy 30	Cars	752
	Trucks	37
	Vehicle Total	789
South Bound Traffic Approching Hwy 30 on 1 st. Street	Cars	68
	Trucks	2
	Vehicle Total	70
North Bound Traffic Approching Hwy 30 on 1 st. Street	Cars	116
	Trucks	3
	Vehicle Total	119
Pedrestrians Crossing 1 st (Both sides of Street East & West)	Total	57
Pedrestrians Crossing Hwy 30 (Both sides of Hwy North & South)	Total	47

Total Cars	1498
Total Trucks	87
Total Vehicles	1585

Total Pedrestrians

104

Nov. 8, 1977 0900 hrs to 1100 hrs

West Bound Traffic on Hwy 30	Cars	317
	Trucks	44
	Vehicle Total	361
East Bound Traffic on Hwy 30	Cars	342
	Trucks	39
	Vehicle Total	381
South Bound Traffic Approching Hwy 30 on 1 st. Street	Cars	33
	Trucks	1
	Vehicle Total	34
North Bound Traffic Approching Hwy 30 on 1 st. Street	Cars	51
	Trucks	3
	Vehicle Total	54

Pedrestrians Crossing 1 st (Both sides of street East & West)	Total 48
Pedrestrians Crossing Hwy 30 (Both sides of Hwy North & South)	Total 42

Total Cars	743
Total Trucks	87
Total Vehicles	830

Total Pedrestrians
90

Nov. 8, 1977 1300 hrs to 1500 hrs

West Bound Traffic on Hwy 30	Cars	409
	Trucks	50
	Vehicle Total	459
East Bound Traffic on Hwy 30	Cars	565
	Trucks	41
	Vehicle Total	606
South Bound Traffic Approching Hwy 30 on 1 st. Street	Cars	61
	Total	2
	Vehicle Total	81
North Bound Traffic Approching Hwy 30 on 1 st. Street	Cars	80
	Trucks	1
	Vehicle Total	81
Pedrestrians Crossing 1 st (Both sides of Street East & West)	Total	54
Pedrestrians Crossing Hwy 30 (Both sides of Hwy North & South)	Total	49

Total Cars	1115
Total Trucks	94
Total Vehicles	1209

Total Pedrestrians
103

Nov. 9, 1977 0800 hrs to 1000 hrs

West Bound Traffic on Hwy 30	Cars	203
	Trucks	49
	Vehicle Total	252
East Bound Traffic on Hwy 30	Cars	317
	Trucks	36
	Vehicle Total	353
South Bound Traffic Approching Hwy 30 on 1 st. Street	Cars	18
	Trucks	0
	Vehicle Total	18
North Bound Traffic Approching Hwy 30 on 1 st. Street	Cars	71
	Trucks	0
	Vehicle Total	71

Pedrestrians Crossing 1 st (Both sides of Street East & West)	Total	45
Pedrestrians Crossing Hwy 30 (Both sides of Street North & South)	Total	44

Total Cars	609
Total Trucks	85
Total Vehicles	694

Total Pedrestrians
89

Nov. 9, 1977 1200 hrs to 1400 hrs

West Bound Traffic on Hwy 30	Cars	403
	Trucks	40
	Vehicle Total	443
East Bound Traffic on Hwy 30	Cars	561
	Trucks	49
	Vehicle Total	610
South Bound Traffic Approching Hwy 30 on 1 st. Street	Cars	70
	Trucks	2
	Vehicle Total	72
North Bound Traffic Approching Hwy 30 on 1 st. Street	Cars	94
	Trucks	4
	Vehicle Total	98
Pedrestrians Crossing 1 st (Both sides of Street East & West)	Total	82
Pedrestrians Crossing Hwy 30 (both sides of Hwy North & South)	Total	107

Total Cars	1128
Total Trucks	95
Total Vehicles	1223

Total Pedrestrians
189

Nov. 9, 1977 1500 hrs to 1600 hrs

West Bound Traffic on Hwy 30	Cars	224
	Trucks	22
	Vehicle Total	246
East Bound Traffic on Hwy 30	Cars	365
	Trucks	33
	Vehicle Total	398
South Bound Traffic Approching Hwy 30 on 1 st. Street	Cars	28
	Trucks	1
	Vehicle Total	29
North Bound Traffic Approching Hwy 30 on 1 st. Street	Cars	62
	Trucks	0
	Vehicle Total	62
Pedrestrians Crossing 1 st (Both sides of Street East & West)	Total	22
Pedrestrians Crossing Hwy 30 (Both sides of Hwy North & South)	Total	18

Total Cars	679
Total Trucks	56
Total Vehicles	735

Total Pedrestrians

40

November 19, 1974

Mr. Albert R. McCall, Secretary
Rainier Chamber of Commerce
P. O. Box 500
Rainier, OR 97048

Dear Mr. McCall:

The intersection of US30 and First Street in the city of Rainier has been the subject of numerous traffic signal investigations in the past, the most recent of which was in September and October of this year.

The investigations show the intersection does not meet the prescribed warrants as set forth in the *Manual on Uniform Traffic Control Devices*. These are nationally accepted warrants which have been adopted by the Oregon Transportation Commission. The warrants take into consideration traffic volumes, pedestrian volumes, and the past accident experience.

The demands for traffic signal installations go far beyond available funds. We have quite a backlog of intersections which meet the prescribed warrants. Therefore, we cannot recommend the installation of a signal at the intersection of US30 and First Street.

Very truly yours,

R. L. Schroeder
Assistant State Highway Engineer

bc: F. B. Klaboe
A. E. Johnson
L. E. George
E. L. Hardt

RDT:pb kmb

RAINIER CHAMBER OF COMMERCE
P. O. Box 500
Rainier, Oregon 97048

November 13, 1974

Oregon State Highway Department
Salem, Oregon

Gentlemen,

The Rainier Chamber of Commerce has gone on record favoring and reqesting installation of a Stop-and-Go traffic signal at First and B streets (highway 30) in Rainier.

Pedestrians crossing at this point are inconvenienced by having to wait for long lines of motor vehicles speeding through town. Their lives are also endangered by automobiles the drivers of which pay scant attention to their safety.

This is the busiest crossing of pedestrians in Rainier.

The membership of the Rainier Chamber of Commerce is convinced that a Stop-and-Go signal at First and B streets is fully justified.

Residents of Rainier note that other towns in both directions from Rainier have signals at crossings of less key character.

Your attention to this matter would be greatly appreciated.

Yours respectfully,

Albert R. McCall
Secretary

RECEIVED
STATE HWY ENGR
NOV 14 74
REFER TO
Schrock
FOR
Invest. R/D D/R Sign Act.

RECEIVED
NOV 14 1974

STATE OF OREGON

INTEROFFICE MEMO

TO: Maxine Dake
Office of the Ombudsman

DATE: October 29, 1974

FROM: F. B. Klaboe, Administrator and
State Highway Engineer

SUBJECT: Mrs. Margaret Ross Complaint
Lower Columbia River Highway at Rainier

A report of our investigation of the traffic problem near Rainier is attached.

As you may know, traffic signal installations cost $25,000 and up. Also, we are not able to fund most of those that clearly meet warrants.

Under the circumstances, we cannot justify the expense at this location.

FBK:srb

Att.

bc: A. E. Johnson
R. L. Schroeder
L. E. George
Ed Hardt

81-125-1387

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

Region 1 - Milwaukie

October 24, 1974

FILE: TRA 15-1

FROM: EDWARD L. HARDT
Regional Engineer

TO: F. B. KLABOE
Administrator & State Highway Engineer

SUBJECT: Lower Columbia River Highway
at City of Rainier
Citizen Complaint

RECEIVED
STATE HWY ENG
OCT 28 '74
REFER TO
FOR

On September 20 you called and requested that we make a traffic investigation pursuant to a complaint received through the Ombudsman's office regarding traffic operations on the Lower Columbia River Highway in the City of Rainier. This complaint dealt with the problem of the surge of traffic in Rainier due to the Trojan workmen all leaving the plant at the same time in the afternoon, which resulted in difficulty of crossing and entering the highway in Rainier.

I spoke with the lady who had instigated the complaint and she felt that the solution would be the installation of a traffic signal on First Street in Rainier. Consequently, Region Traffic Engineer, Ron Failmezger, made a traffic investigation of this intersection and his report is attached. His recommendation is that the traffic signal not be installed since the warrants are not met.

I spoke with Portland General Electric Company's project administrator for the construction of the Trojan plant regarding the possibility of staggering the times when the employees leave the plant in the afternoon in order to alleviate the problem. He was very pessimistic about such staggering due to the complexity of the union agreements with the various crafts, the fact that their work is interrelated to one another, and the union problems that they have had on the construction so far. He said that it would not be impossible but very difficult and very expensive to do. He said that about the first of the year he expects the number of employees to drop about 50 per month until the first of July, at which time the work force should drastically drop to about 500. It will then continue to drop as the plant nears completion.

Our investigation indicates that (1) a traffic signal in the City of Rainier is not warranted at this time, (2) it would not be practical to try to meter the outgoing work force traffic from the Trojan plant in the afternoon, and (3) this work force-generated traffic problem in Rainier should diminish drastically in the next eight months.

ELH/cr/b
Attachment
cc L. E. George
W. W. Geibel

FORM 61.734.3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

FILE: TRA 15-1

Region 1 - Milwaukie

October 16, 1974

ORIGINAL SIGNED BY
R. W. FAILMEZGER

FROM: RONALD W. FAILMEZGER
Regional Traffic Engineer

TO: EDWARD L. HARDT
Regional Engineer

SUBJECT: TRAFFIC SIGNAL WARRANTS
Lower Columbia River Highway
at First Street
City of Rainier
US30 Hwy. No. 2W
MP 46.97

As requested, I have reviewed again the traffic and accident conditions at the subject intersection. This intersection has been studied several times in the past with the last investigation made in October 1973. The intersection was counted again on October 24 and 26, 1974. The reported traffic accidents were also reviewed. These data are attached.

The latest traffic count has shown a decrease in the vehicular and pedestrian use compared to previous counts. The attached traffic signal warrant comparison sheet shows that the side street traffic does not meet any hours of the minimum vehicular volume requirement or the interuption of continuous traffic requirement. The pedestrian traffic is also far short of minimum requirements.

The attached collision diagram shows a total of 14 reported accidents from the first of 1967 through 7 months of 1974. There were no accidents reported for the year 1973 and the 7 months of 1974. The accident warrant for signalization provides that there be 5 preventable accidents for the latest 12 months of study. There were none in this case.

On the basis of these up to date figures, it was still not felt traffic signals should be considered for installation at this intersection.

It was understood that there is a concern about the extreme peak traffic that moves westerly through the town from 4:30 to 5:00 p.m. The Trojan Nuclear Plant construction workers are released at 4:20 p.m. There are approximately 1,200 people employed at this time -- 950 on the day shift and 250 on the swing shift. It is estimated that 60% of this traffic turns towards Rainier.

A contact was made with Mr. Jake Aldersebaes at the Trojan Plant. It was determined from him that the existing construction employee load would be in effect another 9 months. After that time, there will be a decrease in construction employees. The permanent staff at the plant will be about 70 people. This would indicate that within another year this traffic load through Rainier should be eliminated.

RWF/lms
cc: Bill Geibel

SKETCH MAP

Lower Columbia River Hwy.

City of Rainier

Cat.

Fabrics

2 HR.

STREET

2 HR.

Market

STOP

1 ST

STOP flap

FY

FR FR

FY

STREET

Carpets

'B' (US30)

½ HR

City Hall

SCHOOL CROSSING

20 MPH CROSSING HOURS

1.
2.
3.
4.
5.
6.
7.
8.

TYPICAL VIEWS
Lower Columbia River At First Street
City Of Rainier

1. Looking west on US 30 from 200 feet east of First Street.
2. Looking east on US 30 from 200 feet east of First Street.
3. Looking south on First Street from 150 feet north of US 30.
4. Looking north on First Street from 150 feet south of US 30.
5. Looking west on US 30 from the north approach of First Street.
6. Looking east on US 30 from the north approach of First Street.
7. Looking west on US 30 from the south approach of First Street.
8. Looking east on US 30 from the south approach of First Street.

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8.

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Lower Columbia River At First Street
City Of Rainier

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1.
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DEPARTMENT OF TRANSPORTATION
OREGON STATE HIGHWAY DIVISION
Traffic Engineering Section

Lower Columbia River Highway
at First Street
City of Rainier

TRAFFIC SIGNAL WARRANT COMPARISON*

Hourly Volumes on Major Street - Any 8 Hrs. (Total of both approaches)	383	427	507	407	428	555	869	530
Hourly Minor Street Volumes - Same 8 Hrs. (Highest hourly volumes from either approach)	26	18	46	26	25	33	40	39
Hourly Pedestrian Volumes Across Major Street - Same 8 Hrs. (Highest volume crosswalk)	12	15	40	11	15	31	17	10

	Minimum Volume Warrant**	Number of Hours Warrant is Met (8 required)
1. Minimum Vehicular Volume:		
Major Street	350	8
Minor Street	105	0
2. Interruption of Continuous Traffic:		
Major Street	525	3
Minor Street	52	0
3. Minimum Pedestrian Volume:		
Vehicular Volume (Major Street)	420	6
Pedestrian Volume	105	0
4. Accident Experience:		
Preventable Accidents (last 12 months)		0
Minimum Warrant		5
5. Systems Warrant:		
Entering Volume (Weekday peak hour)		-
Minimum Warrant		800

Date of Traffic Count 9-24,26-74

* The hourly warrants are those prescribed in the National Manual on Uniform Traffic Control Devices for Streets and Highways, 1971 edition.

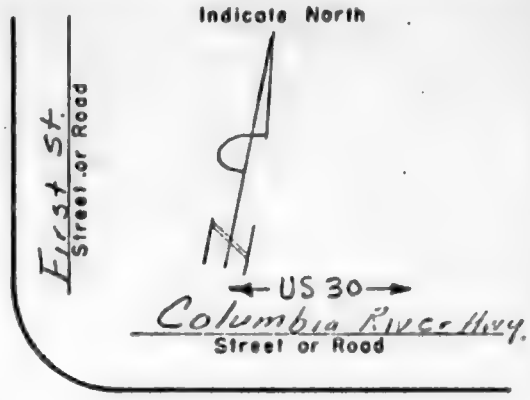
** ___ standard warrants used.
X 70% of standard warrants used due to 85 percentile speed in excess of 40 MPH or isolated community with population less than 10,000.

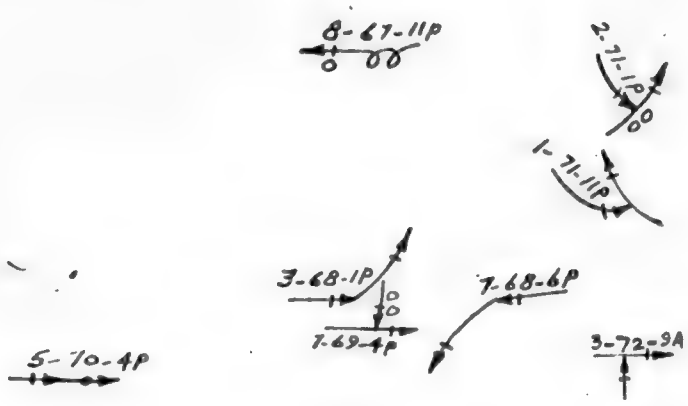
Oregon State Highway Division
Traffic Engineering Section
Accident Analysis
COLLISION DIAGRAM

City of Rainier County Columbia
Intersection of Lower Columbia and First St.
Highway Number 2W (US 30) River Hwy. M.P. 46.97 (46.98)
Period Covered 1-1-67 to 7-31-74
Compiled by VBL CS 22 Drawn by _____ Date 9-25-74

LEGEND

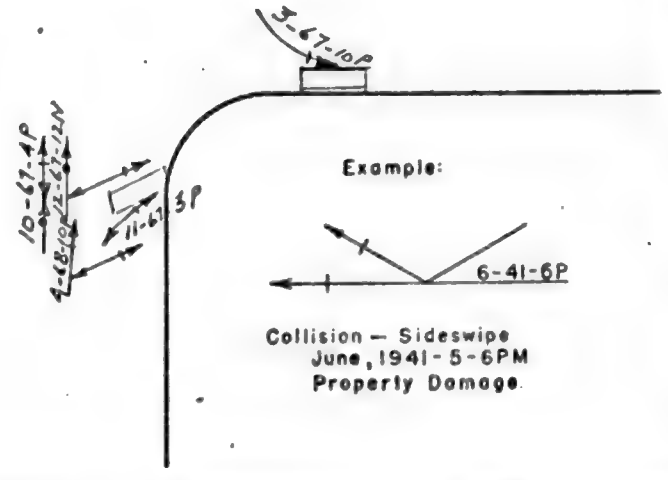
- Person Killed
- Pedestrian Killed
- Person Injured
- Pedestrian Injured
- Property Damage Only
- Collision – Rear-end
- Collision – Head-on
- Collision – Sideswipe





- Path of Pedestrian
- Path of Vehicle
- Path of Animal
- Vehicle Moving
- Vehicle Stopped
- Vehicle Backing
- Properly Parked
- Improperly Parked
- Vehicle Overturned
- Vehicle Skidded

8 Months available for 1969



Collision Type	1967-1968				1969-1970				1971-1972				1973-7Mos.1974				Total			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle						1		1			1	1						1	1	2
Head-on																				
Rear-end			2	2		1	1	2										1	3	4
Sideswipe																				
Turning Movement			1	1						1	1	2						1	2	3
Parking			3	3															3	3
Non-collision		1		1														1		1
Fixed Object																				
Pedestrian																				
Backing			1	1															1	1
Misc.																				
TOTAL		1	7	8		2	1	3		1	2	3				0		4	10	14

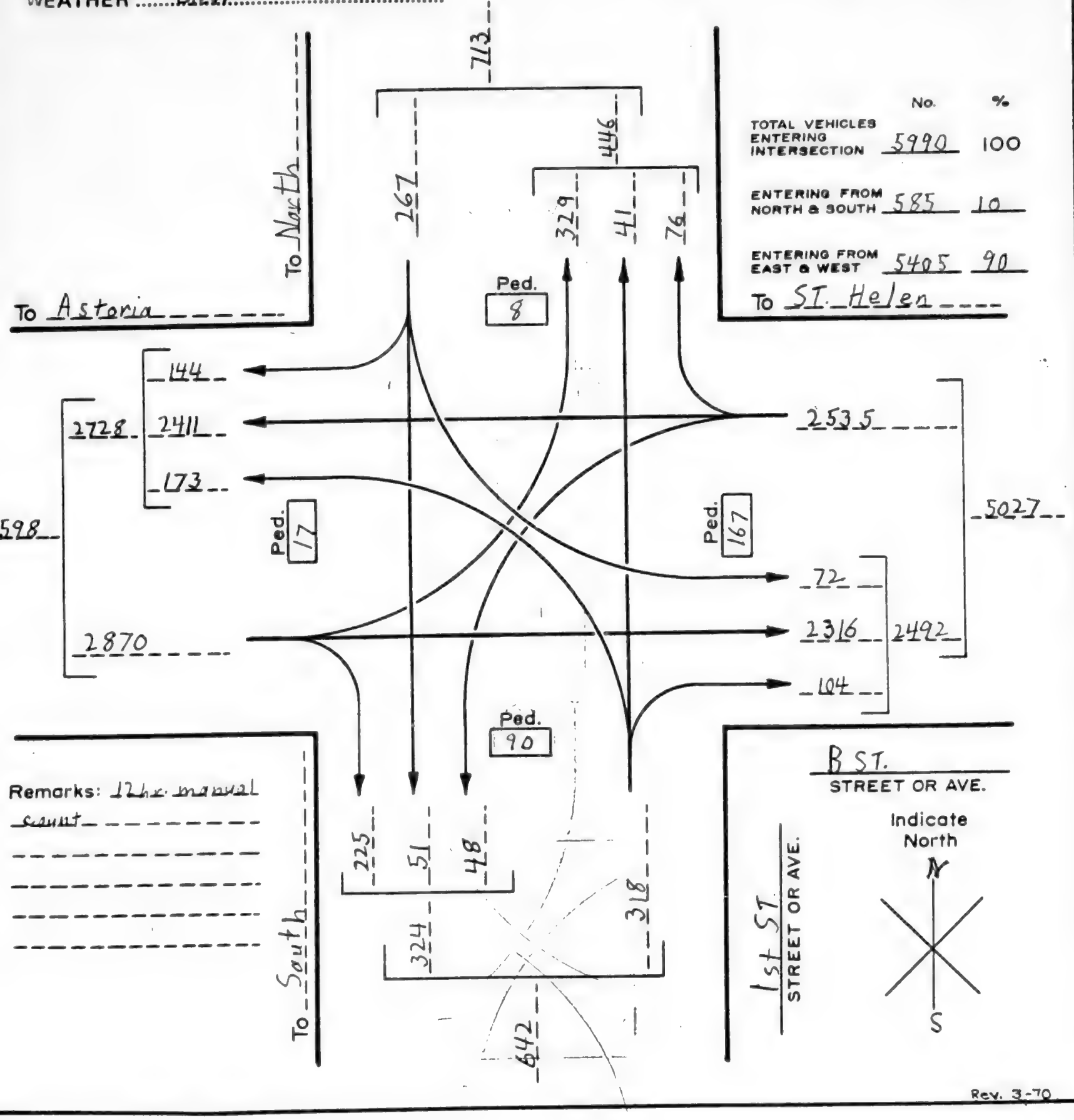
Form E-261-6-70

OREGON STATE HIGHWAY DIVISION
TRAFFIC ENGINEERING SECTION

~~TWENTY-FOUR~~ 12 HOUR VEHICULAR VOLUME

DATE 9-24 & 26-74
DAY OF WEEK Tue. & Thur.
ACTUAL COUNT (VEH.) 12 HRS.
HOURS COUNTED 6A-6P
PEDESTRIAN COUNT 12 HRS.
HOURS COUNTED 6A-6P
WEATHER Clear

CITY OR COUNTY Rainier
INTERSECTION OF Lower Columbia River
Hwy. #1 & W. (B. St. & 1st St.)
MILE POST 46.97
CLASSIFICATION All Vehicles



	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	5990	100
ENTERING FROM NORTH & SOUTH	585	10
ENTERING FROM EAST & WEST	5405	90

To St. Helen

Rev. 3-70

Rev. 3'70

OREGON STATE HIGHWAY DIVISION
TRAFFIC ENGINEERING SECTION

SUMMARY OF TRAFFIC COUNT

Date 9-24&26-74
Day of week Tue. & Wed.
Hours counted 6A-6P
Weather Clear
Classification All Vehicles

City or County Rainier
Intersection Lower Columbia River Hwy. #2W (Bet. 8 1st. St.)
Mile Post 46.97
Classification

	TIME	SUMMARY BY MOVEMENTS													From North and South	Per Cent of Total	From East and West	Per Cent of Total	ENTERING VOLUMES - SUMMARY BY LEGS				PED
		North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL					North	East	West	South	North S
A.M.	6:00- 7:00	2		4	6	3	1	111	137	2	2	2	2	272	14	5	258	95	9	113	145	5	1
	7:00- 8:00	7	4	4	13	1	1	180	147	1	1	10	15	384	29	8	355	92	12	185	170	17	
	8:00- 9:00	7	3	2	10	2		142	124	4	6	27	20	347	37	11	310	89	11	149	161	26	1
	9:00-10:00	5	9	5	37	5	1	167	154	5	12	11	13	424	41	10	383	90	15	181	202	26	
	10:00-11:00	5	6	10	43	3	2	171	191	5	6	11	9	462	35	8	427	92	18	182	245	17	
	11:00-12:00	5	8	18	22	2	2	143	182	4	10	17	10	423	47	11	376	89	25	155	221	22	1
	12:00- 1:00	8	4	29	43	9	9	217	206	5	11	32	26	599	92	15	507	85	46	226	281	46	
	1:00- 2:00	6	4	16	33	4	8	159	200	4	7	7	11	459	52	11	407	89	26	167	240	26	
	2:00- 3:00	7	3	8	25	4	4	176	201	4	14	19	7	472	44	9	428	91	19	183	245	25	
	3:00- 4:00	12	7	16	47	5		212	261	5	9	23	20	617	62	10	555	90	33	224	331	29	
	4:00- 5:00	4	19	26	32	7	10	486	288	6	14	38	16	946	77	8	869	92	37	511	358	40	
P.M.	5:00- 6:00	4	9	6	18	6	3	247	225	3	12	28	24	583	55	9	530	91	16	259	271	39	
	6:00- 7:00																						
	7:00- 8:00																						
	8:00- 9:00																						
	9:00-10:00																						
	10:00-11:00																						
	11:00-12:00																						
	12:00- 1:00																						
A.M.	1:00- 2:00																						
	2:00- 3:00																						
	3:00- 4:00																						
	4:00- 5:00																						
	5:00- 6:00																						
24-Hour total .		72	76	144	329	51	41	2411	2316	48	104	245	173	5990	585	10	5405	90	267	2535	2870	318	3
12-Hour total .																							
__-Hour total .																							
Control . . .																							
Factor . . .																							

Tabulated by
Checked by

..... St. is North and South

..... St. is East and West

OREGON STATE HIGHWAY DIVISION
TRAFFIC ENGINEERING SECTION

SUMMARY OF TRAFFIC COUNT

City or County ....Rainier....
Intersection ....Lower Columbia River Hwy....
....#2W (Bet. 1st. St.)....
Mile Post ....46.97....
Classification ....

....4.26-74....
k ....Tue. & Wed....
ted ..6A-6P....
....Clear....

Classification ....All Vehicles....

| SUMMARY BY MOVEMENTS | | |

9470

1

DEPARTMENT OF TRANSPORTATION

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 378-6388

TOM McCALL
GOVERNOR

GEORGE M. BALDWIN
Director of Transportation

SAM R. HALEY
Deputy Director

November 21, 1973

The Honorable Dick Magruder
State Representative
Route 2, Box 36
Clatskanie, Oregon 97016

Dear Dick:

In responose to your request, I asked the Highway Division to review the intersection of the Lower Columbia River Highway at First Street in Rainier.

As you know, studies have been undertaken of this intersection in the past. Another study was conducted in January 1973 and a manual count was taken on October 2 and 4 of this year.

The latest traffic count showed an increase in vehicular and pedestrian use compared with the January 1973 count. There were 6,912 vehicles entering the intersection and 296 pedestrians using the crosswalks in the January 1973 count as compared to 8,598 vehicles and 670 pedestrians in the October 1973 count. Some of this increase could be due to the time of the year. Despite this increase, traffic volumes fall far short of minimum requirements for signalization.

A study of the traffic accident pattern indicates that none of the accidents could have been prevented by signalization within the last 12-month study period.

Based on the outcome of our studies, it is felt that signals are not warranted at the present time.

Sincerely,

George M. Baldwin
Director of Transportation

cc F. B. Klaboe
R. B. Sipprell
E. S. Hunter
L. E. George

fn

RECEIVED
STATE HWY ENGR
NOV 23 '73
REFER TO
FOR
Info | Invest | R/D | D/R | Sign | Act | File

February 20, 1973

Ms. Elsie Tracy
Fern Hill Grange No. 592
Box 497
Rainier, Oregon 97048

Dear Ms. Tracy:

Traffic Signal Installation
First and "B" Street (US30)
Rainier, Oregon

The Highway Division conducted a detailed analysis of traffic conditions at the subject intersection in February 1969 and March 1972.

The need for traffic signals at a given location is determined by certain warrants set forth in the National Manual on Uniform Traffic Control Devices. These warrants consider a combination of vehicular and pedestrian volumes plus accident history and a portion is based on the difficulty of side street traffic, both vehicular and pedestrian finding gaps in the stream of through traffic for crossing. The warrants have also been modified to consider special traffic characteristics found in smaller cities. These warrants are used nationally and have been adopted by the Oregon State Highway Commission as a guide in determining where traffic signals should be installed.

Traffic data was again gathered and analyzed in January 1973 to determine what changes, if any, had occurred. The 1972 and 1973 studies indicated that conditions at this intersection fall considerably short of meeting the standard warrants for the installation of traffic signals.

I am sure you realize the reason for a warrant system of analyzing intersections is the need for setting priorities to follow in taking corrective action. We are regularly installing traffic signals at intersections where conditions are critical and more than meet the minimum warrants. Funds are not available to make all of the installations that might be advisable.

Based on the results of our studies, it is our sincere belief that traffic signals should not be installed at the present time. We have recently up-graded the existing flashing beacon at this intersection to provide for a more visible signal indication and improve advance warning.

Very truly yours,

E. S. Hunter
Assistant State Highway Engineer

LEG:pb jf

bc: F. B. Klaboe
A. E. Johnson
P. L. Schroeder
L. E. George
L. W. Rulien

REFERRED TO
Admin
BY SECRETARY

RECEIVED
STATE HWY ENGR
FEB 7 '73
REFER TO
FOR
Info | Invest | R/D | O/R | Sign | Act | File

Rainier, Oregon

Feb. 5, 1973

Oregon State Highway Commission

Salem, Oregon

Dear Sirs:

We, the members of the Fern Hill Grange #592, request that the Oregon State Highway Commission consider installing a stop light on Highway 30 at the intersection of First and Highway 30 in Rainier, because between the hours of 4:00 P.M. and 5:00 P.M. during the working week days it is very difficult for pedestrians and cars to cross the highway. Dangerous chances are taken by both of the parties involved.

Our neighboring city of St. Helens has two stop lights and Clatskanie has one stop light on Highway 30 to aid the cross traffic.

Give this serious matter your earliest consideration.

Sincerely,

RECEIVED
FEB 8 1973
OFFICE OF
ASSISTANT STATE HIGHWAY ENGINEER

FERN HILL GRANGE # 592

Elsie Tracy, Sec.

RECEIVED
FEB 7 1973
OFFICE OF
ADMINISTRATOR OF HIGHWAYS

RECEIVED
FEB 8 1973
TRAFFIC ENGINEERING

February 20, 1973

Mrs. Edna M. Barton
P. O. Box 128
Rainier, Oregon 97048

Dear Mrs. Barton:

Traffic Signal Installation
First and "B" Street (US30)
Rainier, Oregon

The Highway Division conducted a detailed analysis of traffic conditions at the subject intersection in February 1969 and March 1972.

The need for traffic signals at a given location is determined by certain warrants set forth in the National Manual on Uniform Traffic Control Devices. These warrants consider a combination of vehicular and pedestrian volumes plus accident history and a portion is based on the difficulty of side street traffic, both vehicular and pedestrian finding gaps in the stream of through traffic for crossing. The warrants have also been modified to consider special traffic characteristics found in smaller cities. These warrants are used nationally and have been adopted by the Oregon State Highway Commission as a guide in determining where traffic signals should be installed.

Traffic data was again gathered and analyzed in January 1973 to determine what changes, if any, had occurred. The 1972 and 1973 studies indicated that conditions at this intersection fall considerably short of meeting the standard warrants for the installation of traffic signals.

I am sure you realize the reason for a warrant system of analyzing intersections is the need for setting priorities to follow in taking corrective action. We are regularly installing traffic signals at intersections where conditions are critical and more than meet the minimum warrants. Funds are not available to make all of the installations that might be advisable.

Based on the results of our studies, it is our sincere belief that traffic signals should not be installed at the present time. We have recently up-graded the existing flashing beacon at this intersection to provide for a more visible signal indication and improve advance warning.

Very truly yours,

E. S. Hunter
Assistant State Highway Engineer

LEG"pb ff

bc: F. B. Klaboe
A. E. Johnson
R. L. Schroeder
L. E. George
L. W. Pulien

P. O. Box 128
Rainier, Oregon 97048
January 30, 1973

Mr. E. S. Hunter
Asst. State Highway Engineer
Oregon State Highway Division
Highway Building
Salem, Oregon 97310

RECEIVED
FEB 6 1973
OFFICE OF
ASSISTANT STATE HIGHWAY ENGINEER

Dear Mr. Hunter:

At the request of the Rainier Women's Club I am writing to ask you to reconsider your rejection of a "Stop-and-go" light at the intersection of First and "B" Streets in Rainier.

The caution light is ineffective. Cars traveling almost bumper to bumper will not slow down enough to allow cars coming from First Street to even make a right turn on to Highway 30, not to mention left turns. One could drive by intimidation and force his way into the stream of traffic; but most people do not want to take that chance.

Much of the time a pedestrian doesn't have a chance to cross "B" Street during rush hours unless he is extremely agile and can sprint halfway across the street and wait for a break in the traffic coming from the opposite direction in order to complete his crossing. Safety lanes are usually disregarded.

We people of Rainier appreciate the fact that the Highway Department has given consideration to Clatskanie and St. Helens in this respect. But we cannot understand why our need has been ignored.

We realize that at certain hours of the day there is quite a lull in the traffic and that on some days traffic is heavier than on others; but during the hours that people are going to and from work, the situation is intolerable.

We would very much appreciate your taking another look at our problem and doing something about it.

Sincerely yours,

Edna M. Barton

(Mrs) Edna M. Barton

RECEIVED
FEB 7 1973
TRAFFIC ENGINEERING

February 20, 1973

Mr. and Mrs. E. A. Carson
Box 111
Rainier, Oregon 97048

Dear Mr. and Mrs. Carson:

Traffic Signal Installation
First and "B" Street (US30)
Rainier, Oregon

The Highway Division conducted a detailed analysis of traffic conditions at the subject intersection in February 1969 and March 1972.

The need for traffic signals at a given location is determined by certain warrants set forth in the National Manual on Uniform Traffic Control Devices. These warrants consider a combination of vehicular and pedestrian volumes plus accident history and a portion is based on the difficulty of side street traffic, both vehicular and pedestrian finding gaps in the stream of through traffic for crossing. The warrants have also been modified to consider special traffic characteristics found in smaller cities. These warrants are used nationally and have been adopted by the Oregon State Highway Commission as a guide in determining where traffic signals should be installed.

Traffic data was again gathered and analyzed in January 1973 to determine what changes, if any, had occurred. The 1972 and 1973 studies indicated that conditions at this intersection fall considerably short of meeting the standard warrants for the installation of traffic signals.

I am sure you realize the reason for a warrant system of analyzing intersections is the need for setting priorities to follow in taking corrective action. We are regularly installing traffic signals at intersections where conditions are critical and more than meet the minimum warrants. Funds are not available to make all of the installations that might be advisable.

Based on the results of our studies, it is our sincere belief that traffic signals should not be installed at the present time. We have recently up-graded the existing flashing beacon at this intersection to provide for a more visible signal indication and improve advance warning.

Very truly yours,

E. S. Hunter
Assistant State Highway Engineer

LEG:pb jf

bc: F. B. Klaboe
A. E. Johnson
R. L. Schroeder
L. E. George
L. W. Rulien

Renton, Wash.
Oct. 10, '73.

Mr. C. E. Hunter
Asst. Dy. Co. Engr.
Salem, Ore.

Dear Sir:

I am writing you in regard to the need of a stop and go light in Renton, at the intersection of 1st & Burnett (Hall Lodge Store corner). There is a flasher light, which is not used for the safety of either cars or pedestrians trying to cross 1st. The yellow flasher is dangerous & does not stop traffic, & during shopping hours it is next to impossible to make a left turn to get on Burnett coming down the 1st Hill. Trucks & cars line parked so close to the corner that to [illegible]

making it next to impossible. To me it is time for some action. I am writing to you as the only one I could think of to take care of. Can you help us? Thanking you in advance for your kind [illegible]

[illegible]

RECEIVED
OCT 1 1973
TRAFFIC ENGINEERING

FORM E-30-X 12-67

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310

RECEIVED
STATE HWY ENGR
JAN 15 '73
REFER TO
FOR
Info | Invest | R/D | D/R | Sign | Act | File

Date: January 12, 1973

SUBJECT:

To: MEMO TO FILE

From:
L. E. George
Traffic Engineer

Subject: Traffic Signal Investigation
First & US30 - Rainier

This letter is to document for the file the fact that I did, at the request of Mr. Hunter, hand-carry a copy of a traffic signal investigation for the intersection of First and US30 over to Senator Holmstrom.

In discussing the matter with Senator Holmstrom the use of the warrants was explained and also the lack of justification at this particular intersection. It was pointed out that about one-third of the accidents that had occurred were rear-end type collisions which would increase very greatly if a signal were installed. It was further suggested that perhaps drivers were not aware of the presence of the intersection far enough in advance to avoid these rear-end collisions under the existing conditions. An older flashing beacon exists at the intersection.

On request from the Senator for possible corrective ideas, it was suggested that by upgrading the flashing beacon to the oversize lenses currently available, visibility should be improved and that some of the accidents of the rear-end type could possibly be prevented. The Senator was agreeable to the idea and was advised that we would have the work done within the next two weeks.

I have discussed this verbally with Larry Rulien and he is proceeding with the necessary action to take care of the installation.

LEG:njc

cc: G. M. Baldwin
F. B. Klaboe
E. S. Hunter
J. B. Boyd

RECEIVED
F. B. KLABOE

RECEIVED
JAN 12 1973

FOR FILING

Maint
Traffic
Lights
Rainier)

bc: George M. Baldwin
F. B. Klaboe
R. L. Schroeder
L. E. George
L. W. Rullen

January 12, 1973

The Honorable William H. Holmstrom
State Senator
State Capitol Building
Salem, Oregon 97310

Dear Mr. Holmstrom:

Re: Traffic Signal Investigation
Lower Columbia River Highway No. 2W
Intersection of First Street
Rainier, Oregon

In response to your request, we have conducted further investigations of the intersection of the Lower Columbia River Highway and First Street in Rainier to determine the warrant for the installation of traffic signals. Attached is a copy of our Traffic Investigator's report.

As was found during our previous investigation, this latest study revealed that traffic conditions at this intersection fall considerably short of meeting the standard warrants for the installation of traffic signals. Vehicle and pedestrian volumes are relatively low. Only four of the 14 reported accidents were of a type that might have been prevented by traffic signals. Four of the reported accidents were rear-end collisions. This type of collision would be expected to increase markedly with signalization.

As I am sure you realize the reason for a warrant system of analyzing intersections is the need for setting priorities to follow in taking corrective actions. We are regularly installing traffic signals at intersections which more than meet the minimum warrants and in fact funds are not available to make all the installations which might be advisable.

Based on the results of the study, it is our sincere believe that traffic signals should not be installed at this intersection at the present time.

Very truly yours,

E. S. Hunter
Assistant State Highway Engineer

Attachment
VPJ:sv/ESH:jf

FORM E-20 (REV. 10-69)

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310

Date: January 9, 1973

SUBJECT:

To: Val Johnson
Traffic Control Engineer
O F F I C E

From: David R. Weaver
David R. Weaver
Traffic Investigator

Subject: Lower Columbia River Hwy. No. 2W
Intersection of First Street, Rainier
Signal Investigation

Recommendation:

It is recommended that signals not be installed at this location until one of the warrants prescribed in the Uniform Manual of Traffic Control Devices is met. It would appear that at the present rate of increase in traffic volume, this will occur in approximately five or six years.

Investigation:

A 16-hour manual count of this intersection was made on the 8th of January, 1973, and is attached. There was a slight diminishing of traffic utilizing this intersection and a decrease in the number of pedestrians from the last investigation in February, 1972. There were 7382 entering vehicles and 457 pedestrians on February 25, 1972, and 6912 vehicles and 296 pedestrians on January 8, 1973. In all other respects, the intersection is the same as it was during the prior investigation described in detail in the report of March 17, 1972. As in that investigation, consideration was given to the fact that it is an isolated community with population less than 10,000. Based on the results of this investigation, the previously stated recommendation was made.

DRW:pb

Att.

B.U.P. from 10th

January 2, 1973

Ed:

Mr. George Durgas, Administrative Assistant to Senator Holmstrom, called Mr. Baldwin this morning about installing a stoplight at First Street and the Lower Columbia River Highway in Rainier.

I talked to Bud George and he stated that this was not on our contract schedule and that a study had been conducted in 1969 with a reinvestigation in 1972 at the request of their representative. Evidently, the City of Rainier has discussed this with the Highway Division and requested the stoplight.

Bud said that the majority of accidents at this intersection were due to rear-end collisions which appear to be the result of no turn refuge at that point. Bud suggested that we put in a larger flasher and that there was a possibility of eliminating parking on either side of the street in order to put in a left-turn refuge.

Since Senator Holmstrom seems to think that this project should be started, Mr. Baldwin would like to have some comments on what we might do to help this situation. If you would like to find out what the actual concerns of Senator Holmstrom are, You might contact George Durgas at Ext. 8700 on Wednesday.

Gary

Please expedite.

Promised next week. Bud to furnish R/D on Wed 10th Jan

OREGON STATE HIGHWAY DIVISION

June 1, 1972

HIGHWAY BUILDING • • • SALEM, OREGON • • • 97310

TO Representative Dick Magruder
Route 2, Box 36
Clatskanie, Oregon 97016

FROM George M. Baldwin
Administrator of Highways

by
L. E. George
Traffic Engineer

SUBJECT First Street & Lower Columbia River Hwy.
Rainier

I am sorry I have been unable to contact you sooner by phone to give you the details involving the intersection in Rainier. After several unsuccessful attempts to reach you by phone, I thought it best to give you the information in a letter rather than delay the matter further.

The need for traffic signals at a given location is determined by certain warrants set forth in the National Manual on Uniform Traffic Control Devices. These warrants consider a combination of vehicular and pedestrian volumes plus accident history. The warrants are based on the difficulty of side street traffic, both vehicular and pedestrian, finding gaps in the stream of through traffic for crossing. They also have been modified to consider special traffic characteristics encountered in smaller cities. These warrants are used nationally and have been adopted by the State Highway Commission to be used as a guide in determining where traffic signals should be installed.

An investigation to determine the need for signals at First Street and the Lower Columbia River Highway was made in February, 1969, at the request of the Rainier Chamber of Commerce, and again in March, 1972, at the request of the City. Both of these engineering studies indicated that traffic conditions at the intersection did not meet the minimum requirements of the warrants. In the latest study, Mr. Rulien, Region Engineer of our Milwaukie office, did advise Mayor VanCorder of the results of the study. The Mayor was also briefed on the guidelines for the study as established by the traffic signal warrants.

If I can supply you with any further information on this matter, I will be most happy to do so.

LEG:njc

bc: R. L. Schroeder
L. W. Rulien

Form E-123

HOME ADDRESS
DICK MAGRUDER
RT 2, BOX 36
CLATSKANIE, OREGON 97016

COLUMBIA COUNTY

COMMITTEES
MEMBER:
ELECTIONS AND REAPPORTIONMENT
NATURAL RESOURCES
WELFARE TASK FORCE

HOUSE OF REPRESENTATIVES
SALEM, OREGON
97310

May 24, 1972

Mr. L. E. George
Traffic Engineer
Traffic Engineering
State Highway Building

Dear Bud:

Please note the copy of the letter attached.

I would appreciate your prompt attention to this and when you take a look at it, please let me know.

Thank you.

Sincerely,

Dick

Dick Magruder
State Representative

728-2945

DM:mc

TRAFFIC

JAMES A. MASON
ATTORNEY AT LAW
POST OFFICE BOX H
RAINIER, OREGON 97048

TELEPHONE 556-2121

May 21, 1972

Representative Dick Magruder
Route 2, Box 36
Clatskanie, Oregon 97016

Dear Representative Magruder:

The City Council of Rainier has requested me to write you concerning the possibility of installing a traffic light at the corner of First Street and Highway 30, in the center of the town of Rainier. We have an extreme problem. A pedestrian in attempting to get across the street at that area takes his life in his hands. The City Council fears that the failure of the State Highway Department to install a light, which has been many times requested, will result one day soon in a fatality or, at the best, a serious accident. The caution light in this intersection seems to be accomplishing very little.

We would appreciate very much your looking into this matter and doing what you can to get some action out of the State Highway Department in regards to an installation of a traffic light here.

Very truly yours,

James A Mason

James A. Mason

JAM:kv

cc: City of Rainier

RECEIVED
FEB 28 1969
FOR FILING

Paint
Traffic
Lights
Rainier

February 27, 1969

Mr. Albert R. McCall, Secretary
Rainier Chamber of Commerce
Rainier, Oregon 97048

Dear Mr. McCall:

In response to your letter of February 10 we have made an investigation of traffic conditions at the intersection of "B" (US30) and First Streets in Rainier.

It was found that during a typical weekday, 800 vehicles entered the intersection from First Street and 145 pedestrians crossed the highway. A total of 5,174 vehicles entered from the US30 approaches.

During the period from January 1, 1963 to September 30, 1968, there were 14 reported accidents at the intersection. Only two of these, both of which occurred in 1965, were of a type that might have been prevented by traffic signals. It was noted that six accidents involved angle-parked vehicles on First Street immediately south of "B" Street.

Signalization of this intersection would cost about $12,000. It would be necessary that this cost be shared equally by the City and State. Based upon the relatively low traffic volume on First Street and the accident record, it is not believed that the cost of traffic signals is justified.

Very truly yours,

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. B. Crandall
R. D. Asburry

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

cc The Hon. Wayne Turner
State Representative
House of Representatives
State Capitol
Salem, Oregon 97310

VPJ:njc ja

FORM E-30 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 21, 1969

To: L. E. George
ASST. TRAFFIC ENGINEER

SUBJECT: Request For Traffic Signals
Lower Columbia Hwy.
At First Street
City of Rainier
US30 Hwy #2W M.P. 46.97 TH 7228

As per your request, we conducted a Traffic Signal Warrant Study of the subject intersection. The intersection is a right angle cross-type intersection. There is a flashing beacon which flashes amber to US30 and red to First Street. There are Stop flaps on First Street, cross walks exist on all four legs of the intersection, and the intersection is illuminated. The pavement on US30 is 51 feet in width between curbs, and parallel parking is permitted except in the north west quadrant where the curb is missing and angle parking is allowed outside the normal curb line. A building in the north east quadrant does cause a sight distance restriction. Also, I observed delivery trucks parked in the north east and south east quadrants along US30 which also greatly restricts sight distance. Passenger cars parked in these stalls cause no trouble. I discussed this matter with a police officer, and he indicated that the City does plan to persuade delivery trucks to park elsewhere. First Street is 55 feet in width between curbs south of the intersection, and 61 feet between curbs north of the intersection. Parallel parking is allowed on the west side of First Street and angle parking is allowed on the east side of First Street. There is a 30MPH speed zone on the highway.

Attached is a 16 Hour Manual Traffic Count made at the subject intersection on February 19 and 20, 1969, which indicates a total of 5,967 vehicles entering the intersection with 5,149 vehicles, or 87 percent entering from the two legs of US30.

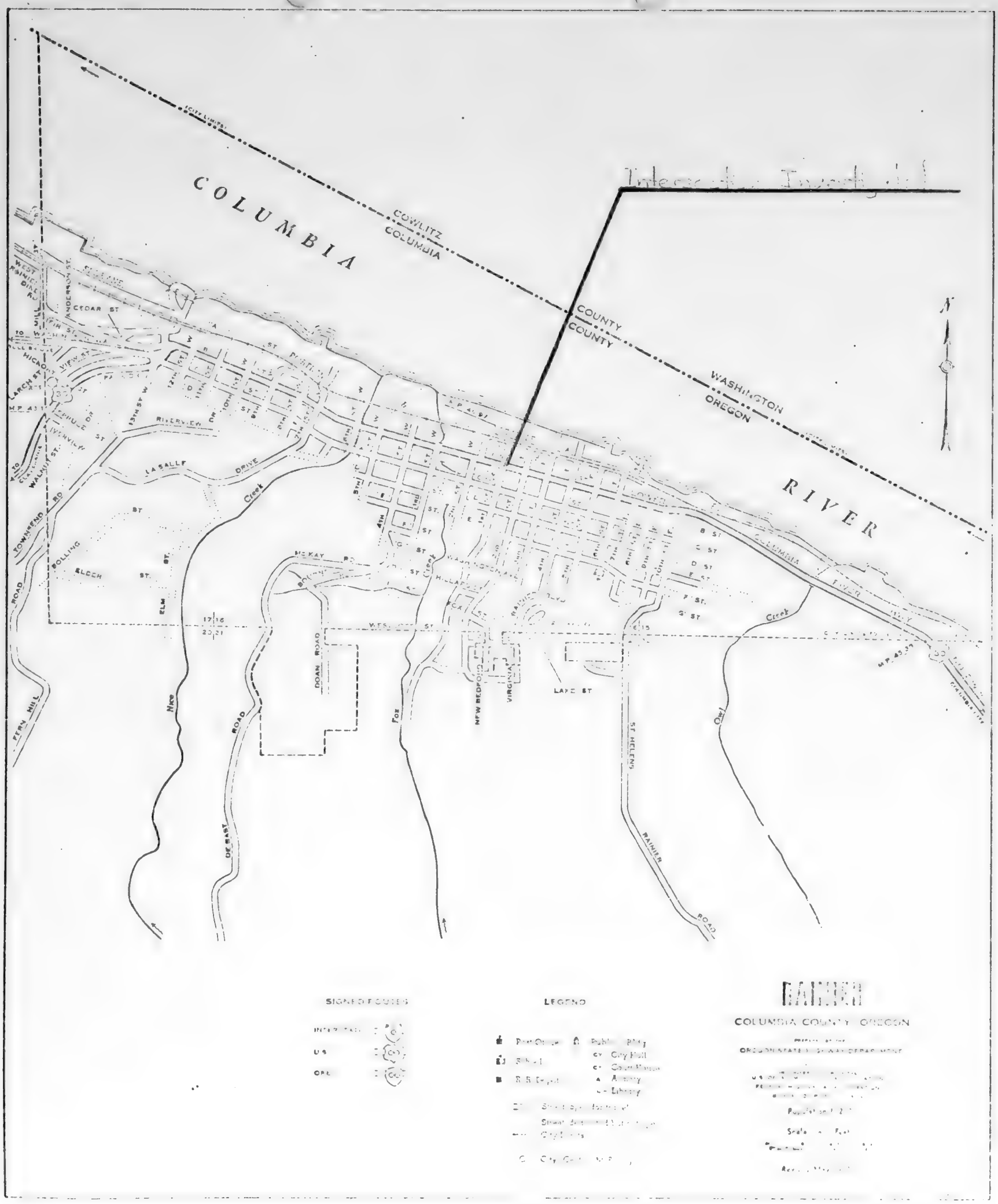
The attached Collision Diagram indicates that there were 14 reported accidents at the subject intersection during the 5 year, 9 month period from 1-1-63 to 9-30-68. There were no fatalities, but three persons were injured. Only two accidents, both during 1965, were of the type that might have been prevented by traffic signals.

The attached Traffic Signal Warrant Computation sheet indicates that the conditions of the subject intersection do not approach the warrants for signalization.

The accidents, volumes, and vehicle conditions do not indicate that a traffic signal is warranted at the intersection of US30 and First Street. It is recommended that no action be taken.

R. F. Mabrey
[illegible]
By Roger D. Hungerford
[illegible]

R.F.M:sjh
cc: [illegible]


COLUMBIA
RIVER
COWLITZ
COLUMBIA
COUNTY
COUNTY
WASHINGTON
OREGON
N
CEDAR ST
LARCH ST
IVYHILL ST
RIVERVIEW DR
LA SALLE DRIVE
Creek
TOWNSEND ROAD
ROLLING
ELOCH
ELM
17/16
20/21
DOAN ROAD
NEW BEDFORD
VIRGINIA
LAKE ST
FERN HILL
New
DE BAST ROAD
Fox
ST HELENS
RAINIER ROAD
Owl
COLUMBIA RIVER HWY
SIGNED ROUTES
LEGEND
COLUMBIA COUNTY, OREGON

1.

2.

3.

4.

[illegible]

1)
2)
3)
4)

2.

3.

4.

3.

4.

1)
2)
3)
4)

4.

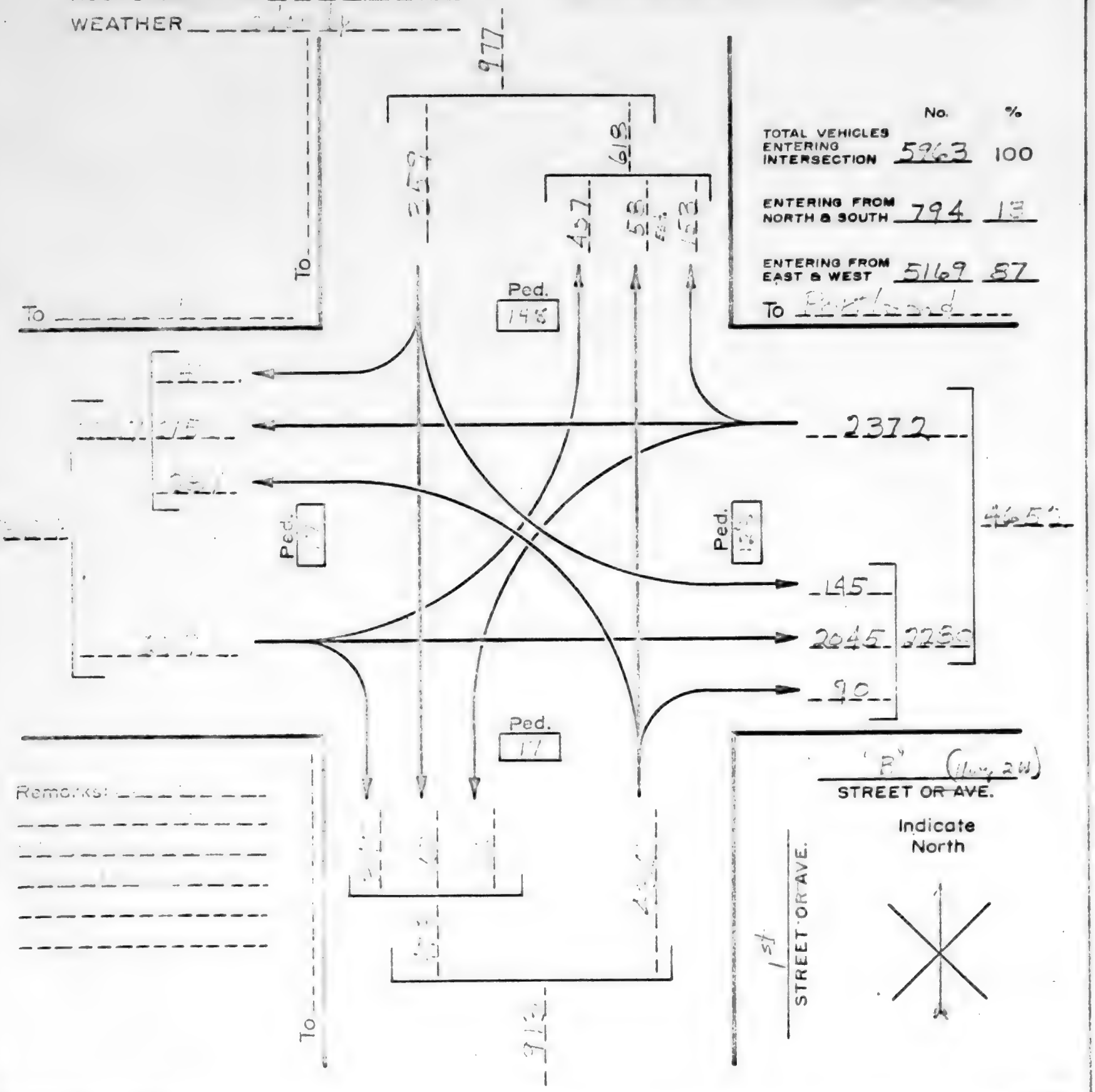
[illegible]
Lower Columbia Proj. (B.P.A.) [illegible]

1) Looking [illegible] from 10 feet east of [illegible]
2) Looking [illegible] from 10 feet west of [illegible]
3) Looking north on [illegible] from 10 feet east of [illegible]
4) Looking south on [illegible] from 10 feet north of [illegible]

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE [illegible]
DAY OF WEEK [illegible]
ACTUAL COUNT (VEH.) 16 HRS.
HOURS COUNTED 6 AM to 10 PM.
PEDESTRIAN COUNT 12 HRS.
HOURS COUNTED 6 AM to 10 PM
WEATHER [illegible]

CITY OF Bend
INTERSECTION OF Lower Columbia River Hwy
AND First Street
STATION NO. M.P. 16.97
CODE NO.
CLASSIFICATION All Vehicles



	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	5963	100
ENTERING FROM NORTH & SOUTH	794	13
ENTERING FROM EAST & WEST	5169	87

To Portland

Remarks:

12-53

Form E-48—2M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Date February 19, 20 1969
Day of week Wednesday-Thursday
Hours counted 6AM to 10 PM
Weather Cloudy

Classification All Vehicles

City of Rainier
Intersection Lower Columbia
Station number M.P. 46.97
Code number

Entering Volumes

	TIME	SUMMARY BY MOVEMENTS													From North and South	Per Cent of Total	From East and West	Per Cent of Total	SUMMARY BY LEGS			
		North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL					North	East	West	South
A.M.	6:00- 7:00	2	4	2	7	0	0	61	33	0	1	3	5	118	10	8	108	92	4	65	43	6
	7:00- 8:00	7	10	3	13	0	2	128	88	6	1	11	12	281	25	9	256	91	10	144	112	15
	8:00- 9:00	20	15	3	5	0	3	114	91	4	6	93	13	297	45	15	252	85	23	133	119	22
	9:00-10:00	23	18	3	12	6	5	113	100	3	6	7	10	306	53	17	253	83	32	134	119	21
	10:00-11:00	9	10	8	38	4	10	121	115	5	6	11	9	356	46	13	310	87	21	146	164	25
	11:00-12:00	4	8	19	30	3	6	148	131	5	12	23	13	407	62	15	345	85	31	161	184	31
	12:00- 1:00	12	13	10	42	0	0	127	151	13	4	22	24	426	55	13	374	87	22	153	221	33
P.M.	1:00- 2:00	6	9	9	31	7	4	147	140	1	5	17	21	398	53	13	345	87	22	157	188	31
	2:00- 3:00	9	7	5	35	1	3	154	161	3	6	20	17	422	43	10	379	90	18	163	216	25
	3:00- 4:00	9	7	13	25	1	4	166	219	3	7	30	31	527	78	15	449	85	24	175	274	42
	4:00- 5:00	5	13	12	31	6	7	184	233	3	11	41	21	557	60	11	495	89	21	212	283	39
	5:00- 6:00	3	11	12	21	1	6	166	194	3	10	34	11	457	65	14	394	86	20	192	212	33
	6:00- 7:00	6	4	2	11	1	0	121	151	1	2	18	12	329	38	12	291	88	14	136	135	23
	7:00- 8:00	5	6	2	12	3	1	66	93	3	2	26	12	227	26	15	212	85	13	103	104	18
	8:00- 9:00	5	2	7	20	3	3	45	65	1	0	12	17	203	35	17	168	83	15	68	100	20
	9:00-10:00	4	2	4	12	0	0	45	71	1	1	13	13	166	19	15	107	85	8	39	68	11
A.M.	10:00-11:00																					
	11:00-12:00																					
	12:00- 1:00																					
	1:00- 2:00																					
	2:00- 3:00																					
	3:00- 4:00																					
	4:00- 5:00																					
	5:00- 6:00																					
24-Hour total .		151	183	141	407	69	52	2152	2442	66	90	545	421	5720	794	13	5160	87	357	2224	2737	425
12-Hour total .		132	139	124	372		52	1951	1891	60	82	313	221	5720	723	13	5208	87	327	2227	2512	416
-Hour total .																						
Control . . .																						
Factor . . .																						

First St. is North and South

Lower Columbia River Hwy St. is East and West

Tabulated by DF

Computed by DF

Checked by

Checked by

STATE PRINTING DEPT.

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

aky 19, 20 1969
Wednesday-Thursday
6AM to 10PM
loudy

City of Rainier
Intersection Lower Columbia River Hwy #4 & First St.
Station number M.P. 46.97
Code number
Classification All Vehicles

Entering Volumes

SUMMARY BY MOVEMENTS											From North and South	Per Cent of Total	From East and West	Per Cent of Total	SUMMARY BY LEGS				PEDESTRIANS USING CROSSWALKS			
North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL					North	East	West	South	North	East	West	South
2	7	0	0	61	33	0	1	3	5	118	10	8	108	92	4	65	43	6	1		1	
3	13	0	2	128	88	6	1	11	12	281	25	9	256	91	10	144	112	15	2	1	3	1
3	5	0	3	114	91	4	6	93	13	297	45	15	252	85	23	133	119	22	5	6	6	
3	12	6	5	113	100	3	6	7	10	306	53	17	253	83	32	134	119	21	1	2	3	1
8	38	4	10	121	115	5	6	11	9	356	46	13	310	87	21	146	164	25		13	13	
19	30	8	6	148	131	5	12	23	13	407	62	15	345	85	31	161	184	31		22	12	
10	42	0	0	127	151	13	4	28	24	429	55	13	374	87	22	153	221	33	1	26	26	1
9	31	7	4	147	140	1	5	17	22	398	53	13	345	87	22	157	188	31		10	14	1
5	35	4	2	154	161	2	6	20	17	422	43	10	379	90	18	163	216	25		7	10	7
8	25	4	4	146	219	2	7	30	31	527	78	15	449	85	36	175	274	42	1	8	6	2
12	24	6	7	131	284	3	11	41	21	555	60	11	495	89	31	212	283	39	3	6	5	2
13	22	14	6	143	142	3	10	34	11	459	65	14	394	86	30	182	212	35	2			
9	14	1	0	111	151	1	2	18	12	329	38	13	251	87	16	116	135	22				
6	14	3	1	91	120	2	2	26	14	278	36	15	216	85	18	138	104	18				
7	20	3	3	46	68	1	0	12	17	203	35	17	168	83	15	68	100	20				
7	12	0	0	31	45	1	1	10	13	126	19	15	107	85	8	39	68	11				
147	407	67	58	2152	2445	66	90	345	257	5764	794	13	5160	87	357	2274	2797	435				
34	370	1	58	1357	1867	60	82	213	221	4241	723	13	3518	87	327	2154	2072	376	48	102	20	10	10	7	15	1

First St. is North and South
Columbia River Hwy #2W St. is East and West

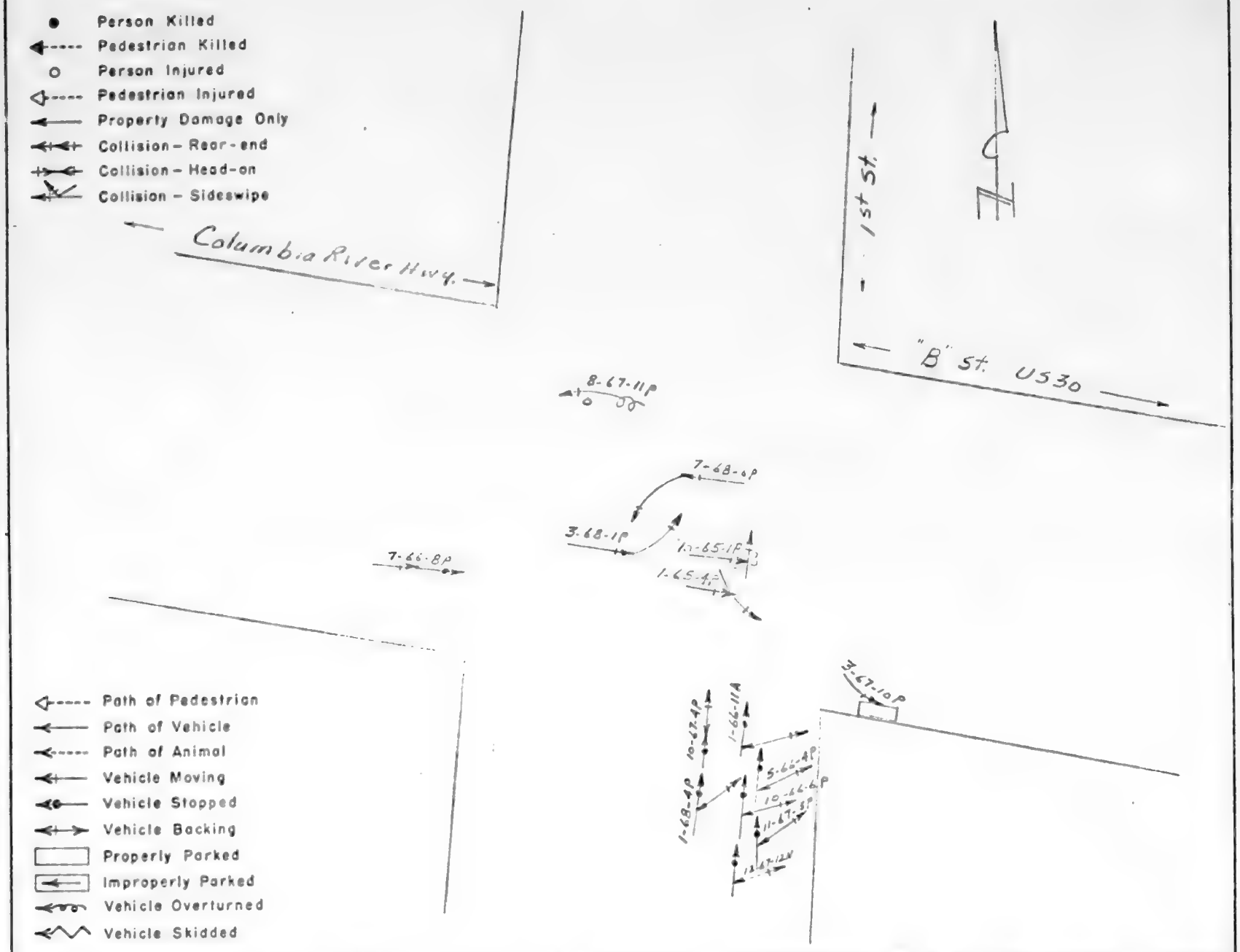
Tabulated by DR
Computed by DR
Checked by
Checked by

Oregon State Highway Department
Traffic Engineering Division
Accident Analysis
COLLISION DIAGRAM

City of Rainier County Columbia
Intersection of Columbia River Hwy and 1st St.
Highway Number 2W (US30) M.P. 46.97
Period Covered 1-1-63 to 9-30-68
Compiled by BC Drawn by _____ Date 2-17-69

LEGEND

- Person Killed
- Pedestrian Killed
- Person Injured
- Pedestrian Injured
- Property Damage Only
- Collision – Rear-end
- Collision – Head-on
- Collision – Sideswipe
- Path of Pedestrian
- Path of Vehicle
- Path of Animal
- Vehicle Moving
- Vehicle Stopped
- Vehicle Backing
- Properly Parked
- Improperly Parked
- Vehicle Overturned
- Vehicle Skidded



Collision Type	1963-1967				1965-1966				1967				9 Mos. 1968				Total			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop Damage	Total
Angle						1		1										1		1
Head-on																				
Rear-end							1	1							2	2			3	3
Sideswipe																				
Turning Movement							1	1			1	1							2	2
Parking							3	3			2	2			1	1			6	6
Non-collision										1		1						1		1
Fixed Object																				
Pedestrian																				
Backing											1	1							1	1
Misc.																				
TOTAL						1	5	6		1	4	5			3	3		2	12	14

US30 at First Street City of Rainier

Division II
TRAFFIC SIGNAL WARRANT COMPARISON*

Item	Observed Conditions	Minimum Warrant
Minimum Vehicular Volume Warrant:		
Average Hourly Volume on Major St.-Max. 8 hrs. (Total of both approaches)	386	350
Average Hourly Minor Street Volume-Same 8 hrs. (Highest hourly volumes from either approach)	33	105
Interruption of Continuous Traffic Warrant:		
Average Hourly Volume on Major St.-Max. 8 hrs. (Total of both approaches)	386	525
Average Hourly Minor Street Volumes-Same 8 hrs. (Highest hourly volumes from either approach)	33	53
Minimum Pedestrian Volume Warrant:		
Average Hourly Volume on Major St.-Max. 8 hrs. (Total of both approaches)	386	420
Average Hourly Ped. Volume Across Major St.-Same 8 hrs. (Highest volume crosswalk)	14	105
Accident Experience Warrant:		
Preventable Accidents (Last 12 months)	0	5

*The hourly warrants are those prescribed in the National Manual on Uniform Traffic Control Devices for Streets and Highways.

9470

RECEIVED
FEB 11 1969
FOR FILING

February 11, 1969

(7225

Mr. Albert R. McCall, Secretary
Ranier Chamber of Commerce
Ranier, Oregon 97048

Dear Mr. McCall:

We are in receipt of your letter of February 10 concerning traffic signals on Highway 30 at the First and B Street intersection.

The matter will be investigated, after which we will be in further communication with you.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Victor D. Wolfe
Administrative Assistant

VDW:mc

bc Forrest Cooper
R. L. Porter
Tom Edwards

The Rainier Chamber of Commerce

REFERRED TO Edwards .8305
BY DEPUTY STATE HIGHWAY ENG.

Roland Curteman, *President* Albert R. McCall, *Secretary* John Wittwer, *Vice President*

REFERRED TO Admin
BY SECRETARY

RAINIER, OREGON 97048

February 10, 1969

To: Oregon State Highway Commission
Salem, Oregon

Gentlemen,

It is suggested that you take steps to effect installation of a traffic control stop light on Highway 30 at the First and B street intersection in Rainier.

The flashing yellow light on the highway and the red stop and go light against the First street entrances do not in the opinion of the executive committee of the Rainier Chamber of Commerce, offer adequate protection for cross-highway traffic in the city.

It is a common observation that traffic on Highway 30 is growing; and it is assumed that with the expansion of industry and population of the Lower Columbia river area, the problem will be intensified.

Completion of the Delena-Rainier relocationof Highway 30 may also be expected to enlarge the flow of traffic through Rainier.

Movement of pedestrians and vehicles across Highway 30 at all street intersections in Rainier is becoming more hazardous but the problem is most acute at First and B. Eittle attention is paid to the yellow light on the highway, and the obstructed view of oncoming traffic from First Street limit the protection of the stop and go light on First street.

Respectfully Submitted

Albert R. McCall

Albert R. McCall, Secretary
Rainier Chamber of Commerce

RECEIVED
FEB 10 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 10 ...
TRAFFIC ENGINEER

Pushing for Progress in Rainier

1982 Canyonville Rock Prod. 9471
MP 16.6 on Tiller-Trail Hwy.

9471

B

December 23, 1962

United Pacific Insurance Co.
Bond Department
33405 8th Ave. So. C-3000
Federal Way, WA 98003

CON 5
#9471

Gentlemen or Ladies:

Contract No. 9471 awarded to R. J. Taggart Construction Co., Inc. for the Canyonville Rock Production Project on the Tiller-Trail Highway in Douglas County was completed on October 14, 1982, and accepted by the State Highway Division on December 17, 1982.

Final payment in the amount of $1,000 will be released to the contractor after December 30, 1982. The total contract amount is $92,062.70. No work was performed under force account.

No claims for labor or material have been filed with us against the performance bond on this contract.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

js
cc: R. J. Taggart Construction Co., Inc.
3450 Cherry Avenue, NE
Salem, OR 97303

bc: C. T. Keasey
Walt Hart
V. E. Skoog Attn: Frank Griffin
A. Shirley

9471

STATE OF OREGON
Contract Payments 378-6594

INTEROFFICE MEMO
FILE: CON 5

TO: Robert Gormsen
Manager, Commission Services

DATE: December 17, 1982

FROM: W. E. Schwartz, P.E., P.L.S.
Ass't. State Highway Engineer

SUBJECT: Highway Contract Acceptance

The contractor has completed all work according to specifications and I hereby accept the following contract as of this date.

Contract 9471 On Site Work Substantially Completed September 10, 1982

All Work Completed October 14, 1982

Project Canyonville Rock Production

Highway Tiller-Trail

County Douglas

Type of Work Rock Production

Contractor R. J. Taggart Construction, Inc.

WES:RDC:mk

cc: C. T. Keasey
R. D. Church

Mailed
BW Gormsen

81.125.1387

Contains Recycled Materials

9471

230

PROJECT: Canyonville Rock Production
SECTION: Canyonville
HIGHWAY: Tiller - Trail
COUNTY: Douglas
CONTRACT: 9471
PREFIX: 10-8312
PRO MNGR: Ronald V. Busey

CONSTRUCTION NARRATIVE

SCOPE: This was a rock production project to provide sanding material to be placed in stockpile at the state maintenance yard at Canyonville.

MATERIAL SOURCE: A materail source at mile point 16.5 on the Tiller-Trail Hwy was provided by the contract which was 13 miles from the stockpile site. However the contractor acquired an alternate source near milepoint 0.0 which greatly reduced his haul distance.
This also was an Umpqua River gravel bar belonging to Beckley & Thomas Rock Production. Source No. 10-39-3.

PROGRESS: There were no particular problems encountered and the project was completed on time.

Ronald V. Busey
Project Mngr

October 18, 1982
Roseburg, Oregon

STATEMENT OF OVERRUNS AND UNDERRUNS

Project: Canyonville Rock Prodution

Highway: Tiller - Trail

Contract: 9471

County: Douglas

Prefix: 10 - 8312

All substantial changes were evaluated and none were found to have a meaningful affect on the total Project cost.

Ron Busey

Ron Busey Prog. Mngr.

Date 10-15-82.

FORM 81-734-3001

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: Canyonville	WEEK ENDING: Sept 25, 1982	
	SECTION PREFIX: 10-8312	
HIGHWAY: Tiller-Trail	COUNTY: Douglas	
NAME OF JOB: Canyonville Rock Production	KIND OF WORK: Rock Production	
CONTRACTOR: R.J. Taggart Const., Inc.	CONTRACT NUMBER: 9471	FEDERAL AID PROJECT NUMBER: State
DATE OF CONTRACT: 5-19-82	DATE WORK STARTED: 7-19-82	ESTIMATED COMPLETION DATE: 9-20-82
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION:	SPECIFIED WORK DAYS	WORK DAYS USED: N/A
	SPECIFIED CALENDAR DAYS	CALENDAR DAYS USED: N/A
PROJECT AUTHORIZATION: $ 102,706.50	SPECIFIED COMPLETION DATE: 9-30-82	PERCENT OF TIME ELAPSED
EXCLUSIVE OF ENGINEERING: $ 93,736.50	ENGINEERING AUTHORIZATION $ 8,970.00 / 16.00	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $ 93,736.50	ENGINEERING COST TO DATE $ 2,698.00	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 93.9
ESTIMATED PERCENT: OVERRUN / UNDERRUN ____ %	PERCENT OF AUTHORIZATION . . . . 30.1 %	DATE PROJECT WAS COMPLETED: 9-20-82

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		
					100		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)			10,000 cy.		
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE			10,043		
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY 19				
MONDAY 20				
TUESDAY 21				
WEDNESDAY 22				
THURSDAY 23				
FRIDAY 24				
SATURDAY 25				

CE CAE FOED QCS SCS SEO

RECEIVED
SEP 27 1982
CONSTRUCTION SECTION

OM TC FE CP

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY 19	No activity
20 MONDAY	
21 TUESDAY	
22 WEDNESDAY	
23 THURSDAY	
24 FRIDAY	
25 SATURDAY	

REMARKS

Anticipated Next Week: No activity

SIGNED Alva D. Holland LOCATION Roseburg

Ass't Proj. Mngr.

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES

SP-F216

1982	Oakland/Shady Hwy. @ Page Rd. Sec. of the Oakland/ Shady Hwy. (Gr., Pav., Struc. Wid.)	9472

U.S. GOVERNMENT PRINTING OFFICE: 1974 — 732 - 628

rll

OSHD (Coulter)

STATE COPY

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

FINAL ACCEPTANCE REPORT

REGION NO.	REPORT NO.	COUNTY	DIVISION
10	2	Douglas	Oregon

DATE OF REPORT	REPORT MADE BY	PROJECT NO.
11/21/83	W. N. Bryant, Area Engineer	F-55(11)

COMPLETION DATE	ACCEPTANCE DATE BY CONTRACT AGENCY	TIME ELAPSED	CONTRACT TIME
11/29/82	5/11/83	95 %	120 C.D.

APPROVED EXTENSIONS	LOCATION
NONE	State Route 99, at Page Road in community of Winchester

~~*The PR-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted.~~

*A copy of the State's materials certificate is attached to the Division office copy of this report.

There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

OAKLAND/SHADY HWY @ PAGE ROAD
OAKLAND - SHADY HIGHWAY
Grading, Paving & Structure Widening

This project provided for roadbed widening, cement treated base, asphalt concrete pavement, and the widening of an existing 28 foot long structure 8 feet. A contract in the amount of $85,352 was awarded Roseburg Paving Inc. on 5/19/82. Work began on 5/28/82 and was completed in reasonably close conformance with the approved plans and specifications, including approved changes, on 11/29/82 at a final cost of $91,967.98 which includes $68,866.20 for bid item work, $4,721.41 for work completed under approved price agreements, $980.37 for work completed under State force order, and $17,400 for construction engineering.

Project records indicate that all materials were tested, field inspected, or accepted based on manufacturer certification and found to be in reasonably close conformance with specification requirements. There were no major significant overruns or underruns encountered on this project.

*NOTE: Not applicable for direct federal projects.

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE: W. N. Bryant, Area Engr.		SIGNATURE: Original Signed By G. K. HOSSNER, Field Operations Engineer	
W. N. Bryant		G. K. Hossner	
TITLE: Area Engineer	DATE: 11/21/83	TITLE: Field Operations Engr	DATE: 11/23/83

9472

May 17, 1983

Fidelity & Deposit Co. of Maryland
Suite 1201, Lloyd 500 Building
500 N.E. Multnomah
Portland, OR 97232

CON 5
#9472

Gentlemen:

On May 12, 1983, we wrote to you concerning release of final payment on Contract No. 9472 awarded to Roseburg Paving, Inc. for work on the Oakland-Shady Highway at Page Road in Douglas County.

Final payment on this contract is $2,167.96. The total contract amount is $73,587.61 and no work was performed under force account.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

ks

cc: Roseburg Paving, Inc.
P.O. Box 1427
Roseburg, OR 97470

Fidelity & Deposit Co. of Maryland
P.O. Box 1227
Baltimore, MD 20203

bc: C. T. Keasey
Walt Hart
James J. Gix

FORM 81-734-3001

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

	SECTION: Oakland - Shady @ Page Rd	WEEK ENDING: Feb 26, 1983
		SECTION PREFIX: 10-1010
	HIGHWAY: Oakland-Shady	COUNTY: Douglas
NAME OF JOB: Oakland-Shady @ Page Rd	KIND OF WORK: Grade, pave & structure widening	
CONTRACTOR: Roseburg Paving Inc	CONTRACT NUMBER: 9472	FEDERAL AID PROJECT NUMBER: F-55(11)
DATE OF CONTRACT: May 19, 1982	DATE WORK STARTED: May 28, 1982	ESTIMATED COMPLETION DATE:
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0	SPECIFIED WORK DAYS	WORK DAYS USED
	SPECIFIED CALENDAR DAYS 120	CALENDAR DAYS USED 114.5
	SPECIFIED COMPLETION DATE	PERCENT OF TIME ELAPSED 95.4
PROJECT AUTHORIZATION: $ 100,876.79		
EXCLUSIVE OF ENGINEERING: $ 92,066.59	ENGINEERING AUTHORIZATION $ 8,810.20	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $ 75,570.06	ENGINEERING COST TO DATE $ 13,500.00	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 88.3
ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 18.6 %	PERCENT OF AUTHORIZATION 153 %	DATE PROJECT WAS COMPLETED: Nov 29, 1982

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		
	100	100	100	100			

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)	665	5[illegible]3			
TOTAL QUANTITIES CORRECTED TO DATE	501	529			
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	501	529			
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	437A							
PERCENT	100							

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY		0		
MONDAY		0		
TUESDAY		0		
WEDNESDAY		0		
THURSDAY		0		
FRIDAY		0		
SATURDAY		0		

RECEIVED
MAR 2 1983
CONSTRUCTION SECTION

CE CAE FOE QC SCS EEO OM CA TC FE CP

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	No activity all week
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

No activity next week

~~Items needed for submittal of Third Notification~~ Material Certifications ~~Final inspection request~~

Third Notification Submitted Feb 24, 1983

This is the final report

SIGNED Ronald V. Burney LOCATION Roseburg

Proj Mngr

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES

SP-F218

October 12, 1982

Morse Bros. Prestress, Inc.
P. O. Box 7
Lebanon, OR 97355

CON 4
#9472

Attention: Jan Miner
Credit Manager

Gentlemen or Ladies:

Thank you for your letter of September 30, 1982, informing us that you have been paid $3,775.80 and the claim against Roseburg Paving, Inc. is dismissed at this time.

This was in connection with a claim in the amount of $3,720 plus interest for material supplied on Contract No. 9472 with Roseburg Paving, Inc. for work on the Oakland-Shady Highway at Page Road in Douglas County.

This information will be noted in our records.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

js
cc: Roseburg Paving, Inc.
P. O. Box 1427
Roseburg, OR 97470

Fidelity & Deposit Co. of Maryland
Suite 1201, Lloyd 500 Building
500 N.E. Multnomah
Portland, OR 97232

MORSE BROS.
PRESTRESS, INC.
A PCI Certified Plant

September 30, 1982

Mrs. Norma Paulus
Secretary of State
Salem, Oregon 97310

Robert Gormsen - Manager
Commission Services
Oregon State Hwy Dept of Trans
Salem, Oregon 97310

Fidelity & Deposit Co of Maryland
Suite 1201, Lloyd 500 Building
500 NE Multnomah
Portland, Oregon 97232

Roseburg Paving, Inc.
P.O. Box 1427
Roseburg, Oregon 97470

RE: Claim on Bond
General Contractor: Roseburg Paving, Inc.
Subcontractor: Rick Olsen Const. Co., Inc.
OSHD Job No 9472--Oakland Shady Hwy at Page Rd.

MORSE BROS. PRESTRESS, INC. has been paid the $3,775.80 on the above claim, which covers charges in full through August 25, 1982. The claim is dismissed at this time.

Sincerely,

MORSE BROS. PRESTRESS, INC.

Jan Miner

Jan Miner
Credit Manager

cc: Rick Olsen Const., Co., Inc.
2877 Van Ave.
Eugene, Oregon 97401

9472

CL-82-181

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
SEP 27 1982
NORMA PAULUS
SECRETARY OF STATE

September 24, 1982

IN REPLY REFER TO
FILE NO.:

Morse Bros. Prestress, Inc.
P. O. Box 7
Lebanon, OR 97355

CON 5
#9472

Attention: R. H. Bellinger
Administrative Vice-President

Gentlemen:

This will acknowledge your letter dated September 20, 1982, with attached Notice of Claim addressed to the Secretary of State concerning the following Highway Division contract:

js

FILED BY:	Morse Bros. Prestress, Inc.
AMOUNT:	$3,720 plus interest
FOR:	Slabs produced and delivered
AGAINST: (Prime Contractor)	Roseburg Paving, Inc.
SUBCONTRACTOR:	Rick Olsen Construction Co., Inc.
CONTRACT NO.	9472
PROJECT:	Work on Oakland-Shady Highway at Page Road in Douglas County.
SURETY:	Fidelity and Deposit Co. of Maryland

We will notify the surety and the prime contractor of the receipt of this claim.

Please advise this office when your claim has been paid.

Sincerely,

Robert W. Cormsen
COMMISSION SERVICES

js

cc: Roseburg Paving, Inc.
P. O. Box 1427
Roseburg, OR 97470

Fidelity & Deposit Co. of Maryland
Suite 1201, Lloyd 500 Building
500 N.E. Multnomah
Portland, OR 97232

bc: Secretary of State - Please advise us of your filing date and number of the attached claim on the enclosed copy of this letter. Claim was filed directly with you by Morse Bros.

MORSE BROS.
PRESTRESS, INC.
A PCI Certified Plant

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

September 20, 1982

CERTIFIED
P23

Mrs. Norma Paulus
Secretary of State
Salem, Oregon 97310

RE: Claim on Bond
General Contractor: Roseburg Paving, Inc.
Subcontractor: Rick Olsen Const. Co., Inc.
OSHD Job No 9472--Oakland Shady Hwy at Page Rd.

Dear Mrs. Paulus:

Enclosed is claim on bond which is being filed by MORSE BROS. PRESTRESS, INC. upon the bond filed by Roseburg Paving, Inc. as general contractor of the Oregon State Highway Division, Oregon Department of Transportation, Contract No. 9472.

This claim is made at this time due to the fact that the general contractor has been paid by the State for materials our company has supplied to the subcontractor, Rick Olsen Const. Co., Inc., but MORSE BROS. PRESTRESS, INC. has not in turn been paid for these materials supplied.

Very truly yours,

MORSE BROS. PRESTRESS, INC.

R. H. Bellinger
Administrative Vice-President

RHB:jlm
Enclosure

cc: Robert Gormsen
Rick Olsen Const. Co., Inc.
Fidelity & Deposit Co. of Maryland
Roseburg Paving, Inc.

RECEIVED
SEP 22 1982
COMMISSION
DEPARTMENT OF TRANSPORTATION

Administrative Office • P.O. Box 7 • Lebanon, Oregon 97355 • Phone (503) 258-8141

MORSE BROS.
PRESTRESS, INC.
A PCI Certified Plant

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

September 20, 1982

"Mrs. Norma Paulus, Secretary of State and
Roseburg Paving, Inc.:

Notice is hereby given that the undersigned MORSE BROS. PRESTRESS, INC. has a claim for slabs produced and delivered in the sum of $3,720.00 plus late payment charges of $55.80 against the bond taken from Roseburg Paving, Inc. and Fidelity & Deposit Co. of Maryland for the work on OSHD Contract No. 9472, Oakland Shady Hwy at Page Rd. in Douglas County. Late payment charges will continue to accrue at the rate of 1½% per month on the unpaid balance until paid in full.

MORSE BROS. PRESTRESS, INC.

By _____"

cc: Robert Gormsen
Manager, Commission Services

Rick Olsen Const., Co., Inc.
2877 Van Ave.
Eugene, Oregon 97401 (subcontractor)

Fidelity & Deposit Co. of Maryland
Suite 1201, Lloyd 500 Building
500 NE Multnomah
Portland, Oregon 97232

Roseburg Paving, Inc.
P.O. Box 1427
Roseburg, Oregon 97470

RECEIVED
SEP 22 1982
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Administrative Office • P.O. Box 7 • Lebanon, Oregon 97355 • Phone (503) 258-8141

STATE COPY

OMB No. 04-R2089

TO BE COMPLETED BY FHWA	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State
MONTHLY TRANSACTION NO.		Oregon
	FEDERAL-AID PROJECT AGREEMENT	County
		Douglas
		Project No.
		F-55(11)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

Oakland/Shady Hwy. at Page Rd.

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	4-21-82	0.00
OTHER *(Specify)*		

FUNDS PRO RATA 88.18%

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 100,876.00	$88,952.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By _____

Program Management Engineer
(Title)

XXBy For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Date executed by Division Administrator _____ 1982

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no cbligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Oregon State Highway Division
Salem, Oregon May 20, 1982

Federal-Aid Project
No. F-55(11)

Oakland/Shady Hwy. at Page Rd. Section
Douglas County

PROJECT AGREEMENT ESTIMATE

Type Code Y008
Channelization (Sta. 2287+30 to Sta. 2290+98.19 Bk=Sta. 2295+83.48 Ah. to Sta. 2301+00)

Mobilization		All Required	$ 4,400.00
Temp. Protection & Direction of Traffic		All Required	1,000.00
Temporary Signs	83 Sq. Ft.	4.00	332.00
Temporary Barricades	4 Each	10.00	40.00
Temporary Concrete Barrier	200 Lin. Ft.	10.00	2,000.00
Flagmen	120 Hour	24.25	2,910.00
Removal of Structures & Obstructions		All Required	500.00
General Excavation	648 Cu. Yd.	6.50	4,212.00
Structure Excavation	17 Cu. Yd.	10.00	170.00
Aggregate Shoulders	318 Ton	9.00	2,862.00
Cement Treated Base	828 Ton	25.50	21,114.00
Class "B" Asphalt Concrete	553 Ton	30.50	16,866.50
12-inch Culvert Pipe	40 Lin. Ft.	11.00	440.00
Guardrail, Type 2A	250 Lin. Ft.	13.00	3,250.00
Guardrail, Type 3	100 Lin. Ft.	28.00	2,800.00
Guardrail Anchors, Type 1	4 Each	300.00	1,200.00
Rail End Pieces, Type C	4 Each	90.00	360.00
Extra for Asphalt Approaches	1 Each	200.00	200.00
Drainage Curbs	130 Lin. Ft.	1.50	195.00
Rock Gabions	22 Cu. Yd.	100.00	2,200.00
Delineators, Type 2	15 Each	18.00	270.00
Delineators, Type 3	6 Each	25.00	150.00
Delineators, Type 4	4 Each	14.00	56.00
Adjusting Manholes	4 Each	150.00	600.00
Bridge Removal Work		All Required	1,650.00
Shoring, Cribbing, Etc.		All Required	200.00
Structure Excavation	55 Cu. Yd.	13.75	756.25
Special Wall Backfill	45 Cu. Yd.	23.85	1,073.25

Structural Concrete, Class 3300 (10 C.Y.)		All Required	3,450.00
4'x25'/30' Prestressed Slabs	2 Each	2,790.00	5,580.00
Reinforcement (1100 lbs.)		All Required	915.00
Metal Rail with Tubing	75 Lin. Ft.	48.00	3,600.00
			$ 85,352.00

Additional Items

Permanent Pavement Striping (Including buttons)	All Required	$ 2,000.00
Temporary Pavement Striping	All Required	250.00
Roadside Seeding & Mulching	All Required	500.00
		$ 2,750.00
	SUBTOTAL	$ 88,102.00
	Engineering	12,774.00
	TOTAL	$ 100,876.00

Length of Roadway --------- 0.166
Cost of Roadway Per Mile---$607,686.74

Federal Funds (88.18%)-----$	88,952.00
State Funds ----------	11,924.00
TOTAL	$100,876.00

Group 1 100%
Contract No. 9472
Prefix: 110-1997 (PE)
110-1010

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: F-55(11)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 10009

2A. COUNTY NAME: Douglas

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 4/21/82

8. FEDERAL ROUTE NUMBER: Primary 55

9. STATE ROUTE NUMBER: Secondary 234

10. GENERAL LOCATION:

Oakland/Shady Highway at Page Road Section

11. GENERAL DESCRIPTION OF WORK

Grade, pave and structure widening (Channelization)

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- [ ] PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- [ ] PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- [ ] ACQUISITION OF RIGHT-OF-WAY
- [XX] CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- [ ] CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [XX] OTHER *(Specify)*

Temporary Erosion Control $100
Permanent Pavement Striping
(including buttons) S.F. $2,000
Temporary Pavement Striping S.F. $250
Roadside Seeding & Mulching S.F. $500

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate.

Mr. Swan's 4/16/82 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $97,497 Federal Funds $85,972.

A signed copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
APR 27 '82
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Orig to [illegible] 4/27/82

14. DATE: 4/21/82

15. SIGNATURE OF APPROVING OFFICIAL: G. K. Brosnan

16. TITLE: for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

94172

Dec 234

STATE OF OREGON

INTEROFFICE MEMO

TO: Donald R. Adams, Final Design Engineer

DATE: February 22, 27, 1982

FROM: Jack C. McCormick, DMS

SUBJECT: Preliminary Plans for Review
Oakland-Shady Highway at Page Road

Versteeg ✓
Anderson
Adams
Olso
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
FEB 22 1982
ROAD DESIGN SECTION

I recommend that two additional bid items be included:

(1) Salvage and reinstall sign "Deposit Litter ¼ Mile" with "No Parking" rider. Station 1289+45, Lt. OK

(2) Install yellow and white reflectorized traffic buttons on tapers, L.T.R. and shoulders. OK, if within our policy. Check with traffic. A.

JCM:gl

REFERRED TO

Beard Stoudenmeyer
Cole Mann
Eriksen Watson
Hager Dorn Lou
Return Discuss Do File Due

BY FINAL DESIGN ENGINEER

Contains Recycled Materials

81-125-1387

SP*75683-125

9472

Memorandum

U.S. Department of Transportation
Federal Highway Administration

THE OREGON DIVISION - SALEM

Subject: Oregon Project F-55(10)
Oakland-Shady Highway at Page Road
Douglas County

Date: January 7, 1982

From: Division Administrator

Reply to Attn. of: HFO.3-OR

To: Mr. H. S. Coulter, State Highway Engineer, ODOT

Mr. Versteeg's January 4, 1982, letter requests approval to modify the project standards on the subject section of highway. Based on the information submitted, this request is considered acceptable for the existing conditions and is approved.

for Dale E. Wilken

cc:
OSHD (J H Versteeg, Rd Dsgn)

RECEIVED
STATE HWY ENGR
JAN 11 '82
REFER TO
FOR
Info | Inve- | R/D | D R | Ken | Act | File

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

January 4, 1982

RECEIVED
STATE HWY ENGR
JAN 5 '82
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

In Reply Refer to
File No.: DES 16

Mr. Dale E. Wilken
Division Administrator
Federal Highway Administration
The Equitable Center, Suite 100
530 Center Street, N.E.
Salem, OR 97301

Dear Mr. Wilken:

Oakland-Shady Highway at Page Road
Oakland-Shady Highway
Douglas County
Project F-55(10)

The prospectus for the subject project set forth design criteria which were not compatible with the project as developed during the location phase.

The project setting is between an 884-foot long bridge with a deck width of 19 feet 4 inches on the north and a congested 30-foot wide roadway for two miles to the south. This setting substantially limits highway speed in the project area. Present programs do not indicate improvement of these adjacent sections is to be undertaken within the foreseeable future.

The project goal is to improve traffic flow and safety at the intersection of Page Road with the subject highway. Environment of the adjacent sections of highway indicate speeds of about 40 mph which should establish design speed for the subject project. The existing horizontal curve at Davis Creek is 23 degrees. This curve should be modified to 10 degrees. Because of the small central angle, this increases the external distance by only three feet, more or less. There is ample room to add 125-foot spirals to this curve as well as the existing 10-degree curve opposite Page Road. By use of .04-foot-per-foot rate of superelevation, the horizontal geometrics are compatible with 40 mph AASHTO standards.

The vertical alignment is compatible with AASHTO minimum for 40 mph with the exception of the sag vertical curve over Davis Creek which is also combined with a 10-degree horizontal curve. I believe the 35 mph minimum headlight stopping distance is acceptable. There

is lane separation provided by the taper for the channelization through the area of the sag vertical. The 11-foot lane widths are compatible with the lane widths to the south and are superior to the 9-foot lane widths on the North Umpqua River Bridge to the north. Use of the 11-foot lanes will restrain the drivers' expectations to a level similar to adjacent sections of highway. The use of 4-foot shoulders can be supported by similar logic.

For the foregoing reasons, I recommend the project standards as set forth in the prospectus be modified to the following: Design speed, 35 mph AASHTO standard; lane width of 11 feet with 14-foot refuge area and four-foot shoulders; and request your concurrence in the proposed design.

Very truly yours,

J. H. Versteeg
Road Design Engineer

bc H. S. Coulter
E. S. Hunter
Frank Terpin
Alfred Shirley

GCW:ja

1472

234

ROAD DESIGN SECTION DES 16

Leonard L. Wallace
Assistant Bridge Engineer

December 3, 1981

Fred Eriksen
Fred Eriksen
Design Supervisor

Oakland-Shady Highway at Page Road
Oakland-Shady Highway
Douglas County
Prefix 110-1997

Versteeg
Anderson
Christensen
Olson
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
DEC 04 1981
ROAD DESIGN SECTION

Do Not Return To
Bring To
Action

We are developing contract plans for the construction of a roadway left-turn channelization at Page Road as per the attached map.

The pavement widening will require widening the structure at Davis Creek about 5 or 6 feet on the east (upstream) side. We are trying to avoid having to acquire additional right-of-way, using a short section of wall in one area to contain earthwork slopes.

Please furnish design plans for widening the structure for inclusion with contract plans.

The project is presently on the contract schedule for the June 24, 1982 letting.

FE:ja

Attachment (1)

cc J. H. Versteeg

1-172

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: F-55(10)
2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 10009

7A. COUNTY NAME: Douglas

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
12/1/81	Primary 55	Secondary 234

10. GENERAL LOCATION:

Oakland - Shady Highway at Page Road Section

11. GENERAL DESCRIPTION OF WORK

Program change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [XX] OTHER *(Specify)* Program change See below

13. REMARKS

As requested in Mr. Swan's letter of 11/25/81 I approve the revised Preliminary Engineering Costs to a TEC of $24,600 Federal Funds $21,684.

(Increase TEC $14,700 Federal Funds $12,958)

RECEIVED
STATE HWY ENGR
DEC 4 '81
REFER TO
FOR

12/9

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
12/1/81		for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

U. S. DEPARTMENT OF TRANSPORTATION - FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

FEDERAL AID PROJECT NO.
-55 (10)

STATE PROJECT NO.
See below

FROM: G. L. Green, Division Administrator
FHWA - Oregon Division

PROGRAM NO.

ITEM NO.
10009

COUNTY NAME
Douglas

PROGRAM STAGE (Check) ☐ 1. ☐ 2.

TO:

Mr. H. S. Coulter
State Highway Engineer
Oregon State Highway Division

10-9
Orig

RECEIVED
STATE HWY ENG.
OCT 9 - '80
REFER TO
Moehring
FOR

DATE PS&E APPROVED	DATE AUTHORIZATION EFFECTIVE	FEDERAL ROUTE NUMBER	STATE ROUTE NUMBER
	10-6-80	Primary 55	Secondary 234

GENERAL LOCATION:

Oakland - Shady Highway at Page Road Section

G-P-21. 1...N

GENERAL DESCRIPTION OF WORK:

Prleiminary Engineering

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

PRELIMINARY ENGINEERING TO DETERMINE
☐ LOCATION ONLY

PRELIMINARY ENGINEERING FOR SURVEY AND PLAN
☒ PREPARATION Including archeological salvage and utility preparatory work

☐ OTHER (Specify) TEC $9,900 - Fed. Funds $8,726.00

☐ ACQUISITION OF RIGHT-OF-WAY

CONSTRUCTION - ADVERTISE FOR RECEIPT
☐ OF BIDS

☐ CONSTRUCTION - PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

As requested by Mr. Swan's PEA dated 9-17-80.

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
10-6-80		for Division Administrator

FORM PR-1240 (REV. 8-70) EXISTING STOCKS OF FORM PR-1240 (REV. 6-68) WILL BE USED

...VERNMENT PRINTING ... 1975 611-455

7472

LOCATION PROSPECTUS

234

NOTE: SHADED AREAS TO BE COMPLETED IN SALEM OFFICE

OREGON DEPARTMENT OF TRANSPORTATION
LOCATION UNIT

DATE: May 8, 1980

PREFIX:

1 - IDENTIFICATION

PROJECT NAME: Oakland-Shady Hwy. @ Page Road

HIGHWAY NAME: Oakland-Shady

HIGHWAY NUMBER: 234

REGION	ADMINISTRATIVE DISTRICT	COUNTY	CITY
3	6	Douglas	

LENGTH	MILEPOST NUMBER			
0.1	12.5	TO	☐ RURAL	☒ URBAN

LOCAL GOVERNMENT PROJECT? ☐ YES ☒ NO

IF YES, UNIT OF GOVERNMENT:

TYPE OF FUNDS: ☐ FAI ☒ FAP ☐ FAS ☐ STATE ☐ FAUS ☐ OTHER

METHOD OF CONSTRUCTION: ☒ CONTRACT ☐ STATE FORCE ☐ OTHER

TYPE OF WORK: ☒ GRADING ☒ PAVING ☐ STRUCTURE ☒ SIGN ☐ SIGNAL ☐ ILLUMINATION ☐ ROADSIDE IMPROVEMENT ☐ OTHER

PROJECT DESCRIPTION

To construct a left turn refuge on Oakland-Shady Highway at the intersection with Page Road.

REFERRED TO
Board ____ Stand ____ over ____
Cole ____ ✓ Hern ____ at
Erikson ____ Warren ____
Hagen ____ Dorn ____ Lau ____
Return ☒ Leave for File Copy Due ____
FINAL DESIGN ENGINEER

2 - TRAFFIC DATA

EXISTING AVERAGE DAILY TRAFFIC (YEAR-VOLUME)	PROJECTED AVERAGE DAILY TRAFFIC (YEAR-VOLUME) :
~~1978~~ (5,500) 1979 - 5300	

LEVEL OF SERVICE	A	B	C	D	E	F
EXISTING	☐	☐	☐	☒	☐	☐
PROPOSED	☐	☐	☒	☐	☐	☐

DESIGN SPEED (MPH)	DESIGN STANDARDS	TRAFFIC ANALYSIS		
45		☒ LIGHT	☐ MEDIUM	☐ HEAVY

1 Verstoeg ✓
Anderson
3 Christ
Olson
Sullivan
Terpin
Trout
4 Wakeling

RECEIVED
JUL 0 1980
ROAD DESIGN SECTION
Engineering Action

APPROVED
Frank E Terpin
Location Engineer
Date 7/1/80

3 - FEATURES	EXISTING NUMBER AND WIDTH	PROPOSED NUMBER AND WIDTH
TRAVEL LANES	2 @ 12'	2 @ 12'
SHOULDERS	2 variable 3'-4'	2 @ 6'
MEDIANS	No	1-14' left turn refuge
PARKING LANES	No	No
SIDEWALKS	No	No
BIKEWAYS	No	Shldr. Bikeway
INTERCHANGES	No	No
OTHER:		

	YES	NO	MAYBE
Channelization	☒	☐	☐
Frontage Roads	☐	☒	☐
Traffic Signals	☐	☒	☐
Signing	☒	☐	☐
Illumination	☐	☐	☐
Structures	☐	☒	☐
Stage Construction	☐	☒	☐
Pedestrian Crossing	☐	☐	☐
Rest Area	☐	☒	☐
Truck Scale Site	☐	☒	☐
Landscaping	☐	☒	☐
Drainage	☐	☐	☒
River _____	☐	☒	☐
Stream Davis Ck.	☐	☐	☒
Storm Sewer	☐	☐	☒
Sanitary Sewer	☐	☐	☒
Right of Way	☐	☒	☐
Simple Acquisition	☐	☒	☐
Complex Acquisition	☐	☒	☐
Relocations	☐	☒	☐

	YES	NO	MAYBE
Right of Way (cont.) Improvements	☐	☒	☐
Access Control	☐	☒	☐
Railroad Crossing	☐	☒	☐
At Grade	☐	☒	☐
Separated	☐	☒	☐
Railroad Encroachment	☐	☐	☒
Permits	☐	☐	☒
Conditional Use	☐	☒	☐
Flood Plain	☐	☒	☐
Irrigation District	☐	☒	☐
Water District	☐	☐	☐
Drainage District	☐	☒	☐
Div. of State Lands	☐	☐	☒
Dept. of Geology & Min. Ind.	☐	☒	☐
Corps of Engineers	☐	☐	☐
Coast Guard	☐	☐	☐
DEQ NPS Air Pollution	☐	☒	☐
DEQ NPS Water Pollution	☐	☒	☐
Building	☐	☒	☐
Fish & Wildlife Approval	☐	☐	☒

3 - FEATURES (cont.)

	YES	NO	MAYBE
Agreements (City-County Etc.)	☐	X	☐
Environmental Assessment	☐	X	☐
Statewide Assessment	X	☐	☐
Negative Declaration	☐	X	☐
Environmental Impact Statement	☐	X	☐
4-F Statement	☐	X	☐
Citizen Advisory Committee	☐	X	☐
Public Hearing _____	☐	X	☐
Borrow Source	☐	☐	X
Material Source	☐	X	☐
Utilities	☐	☐	X

Type _____

	YES	NO	MAYBE
Hydraulics Study	☐	X	☐
Soils Investigation	X	☐	☐
Airport Clearance	☐	X	☐
Economic Analysis	☐	X	☐
Requires Field Survey	X	☐	☐
Old Survey Available	X	☐	☐
Requires Vicinity Map	☐	X	☐
Requires Photogrammetry	☐	X	☐
Requires Reconnaissance Survey	☐	X	☐
Reconnaissance Available	☐	X	☐
Design Review	☐	X	☐

4 - WORK ITEMS

	TO BE PERFORMED BY APPLICANT	STATE	CONSULTANT
PRELIMINARY ENGINEERING	☐	X	☐
RIGHT-OF-WAY	N/A ☐	☐	☐
CONSTRUCTION ENGINEERING	☐	X	☐

5 - DURATION TIMES (MONTHS)

	FLOAT	ACTIVE
RECONNAISSANCE SURVEY	( )	N/A
DRAFT ENVIRONMENTAL IMPACT STATEMENT	( )	N/A
CORRIDOR APPROVAL	( )	N/A
FIELD SURVEY	(3.0)	0.5
PRELIMINARY DESIGN	( )	N/A
DESIGN APPROVAL/FINAL EIS	( )	N/A
RIGHT-OF-WAY DESCRIPTIONS	( )	N/A
RIGHT-OF-WAY ACQUISITION	( )	N/A
P.S. & E. DOCUMENTS	( )	3

RECOMMENDED CONSTRUCTION DATE _____ (Region) Aug 28, '80 (Salem)

6 - SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING

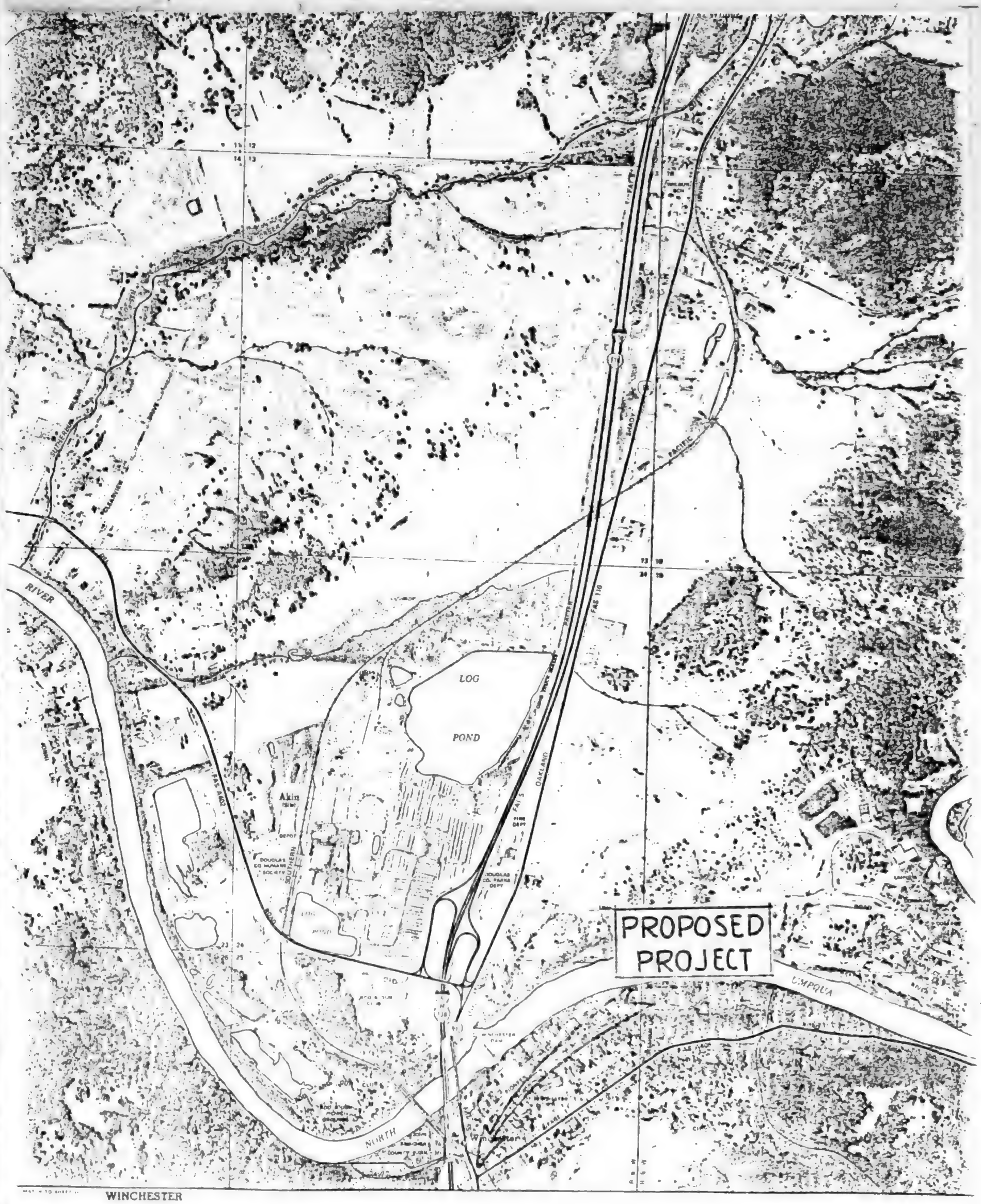
7 - TYPICAL SECTION AND LOCATION

Attach 8½ x 11 inch sheets for general location map and typical section (roadway & structure).

8 - PROJECT COST ESTIMATES

	REGION	SALEM
PRELIMINARY ENGINEERING	6,100	9,900
RIGHT OF WAY		
TRAFFIC CONTROL		10,000
ILLUMINATION		
STRUCTURES		
RAILROAD		
ROADWAY		
OTHER _____		
ENGINEERING & CONTINGENCIES		
PROJECT TOTAL (H.I.P.)	150,000	

SUBMITTED BY _____



WINCHESTER

1979

SCALE 1" = 1500 FEET

1982 Region III Pavement Marking Proj. (Pavement Marking & Raised Markers)

9473

CHA	7526	10/7/81
	7527	10/7/81
	7526	10/6/81
	7528	10/6/81
	7529	9/10/81
	7524	9/10/81

1473

STATE OF OREGON
Highway Construction 378-6318

INTEROFFICE MEMO

FILE: CON 4

RECEIVED
STATE HWY ENGR
FEB 8 '84

REFER TO
Versteeg-Skoog
FOR

Info	Inves	R/D	D/R	Sign	Act	File
					✓	

TO: W. E. Schwartz
Ass't. State Highway Engineer

DATE: February 7, 1984

FROM: O. B. Jackmond, P.E., P.L.S.
Contract Administration Engineer

NOTED
W. E. SCHWARTZ
2/13

SUBJECT: Region 3 (6 Cities) Pavement Marking Project

This project was completed in August, 1982 with payments to the contractor in the amount of $56,443.78. Construction Engineering charges to this contract amount to $16,524.05 and are identified as follows:

Project Manager	$ 12,812.88
Project Management	96.07
Materials Lab	36.75
Technical Services	3,395.78
Construction Section	134.39
General Engineering	48.18
	$ 16,524.05

2, what is this 2.

FHWA participation in construction engineering is limited to 15 percent of the participating contract work, or (0.15)($56,443.78)=$8,466.58. This means that currently some $8,057.47 is FHWA non-participating and, by agreement, is the responsibility of the six cities involved in this project. The City of Central Point has questioned why the engineering cost was so high. A copy of their letter is attached. A detailed review of construction engineering charges assigned to this contract has been made and the following findings and recommendations are offered for your consideration:

1. Project Manager Charges $12,812.88

   These charges were found to be true and correct charges by the Project Manager for work performed. These charges were high (22.7%) due to the small dollar amount of the contract, the nature of the contract work, the location of the contract work (6 cities) and the contractor's operation. It is recommended that these costs remain charged to this construction project.

2. Project Management $ 96.07

   These charges are apparently the standard percentage allocation of certain Project Management Section costs to all construction project prefixes. The logic of why Project Management Section should routinely assess charges against any contract construction engineering prefix escapes me, but if the procedure is correct then the charges are appropriate and should remain charged to this contract.

3. Materials Lab $ 36.75

   These charges are appropriate construction engineering costs and should remain charged to this contract.

Hal- Remove charges from prefix as recommended.
Skoog- Bill cities according to revised tabulation

81-125-1387

4. Technical Services $ 3,395.78

These charges are for the following:

(a)	Graphics Unit	$ 2,491.56
(b)	Word Processing	672.00
(c)	Photo Copy	232.22
		$ 3,395.78

These charges were incurred in preparing the "As Constructed" drawings for this project. The Graphics Unit performed this work at the request of the Road Design Section. This was a total disaster. The work was assigned to a handicapped employee (poor vision) and required 82 hours of drafting time to complete. The Graphics Unit charged this prefix with 80 hours in November and again for 82 hours in December, 1982. The December billing was intended to be for 2 hours, but inadvertently included the total time. This resulted in an overcharge of $1,230.40 to this prefix. These overcharges should be deleted. The Road Design Section estimates that this work should have been done in no more than 2-1/2 days, or 20 hours, for an approximate cost of $310.00.

The preparation of the "As Constructed" drawings required the removal and replacement of 8 pages of "sticky-back" legend. Graphics Unit requested this work from the Word Processing Unit. This work involved the typing of 8 wide pages of numbers and required 39 hours to complete. A check with the Word Processing Unit indicates that the person who typed these data was "a little slow when it came to typing numbers". The charges for this work amounted to $672.00, which seems excessive.

I have not been able to determine why the Photo Copy Center charged $232.00 to this construction Prefix.

It is recommended that the construction engineering charges tot his project be corrected as follows:

Project Manager		$12,812.88 ✓
Project Management		96.07 ✓
Materials Lab		36.75 ✓
Technical Services		
Graphics	$310.00 (1)	
Word Processing	335.00 (2)	
Photo Copy	0.00 (3)	
		645.00
Construction Section		134.39 ✓
General Engineering		48.18 ✓
Total		$13,773.27

(1) Delete $1,230.40 overcharge error and transfer $951.16 excessive charges to an administrative prefix.

(2) Transfer $337.00 excessive charges to an administrative prefix.

(3) Transfer $232.00 apparent excessive charges to an administrative prefix.

The above recommendation results in approximately $1,520 in construction engineering charges being transferred to an administrative prefix and reduces the FHWA non-participating charges from the current $8,466.58 to approximately $5,307.00.

The City of Central Point should be advised that a Pavement Marking project is not a routine project from a construction engineering standpoint. The field engineering layout must customize the pavement markings to properly conform with actual conditions. The $104.80 interest is the amount of interest paid to the contractor in accordance with State statute which requires that interest at the rate of 1-1/2 percent per month be paid to contractors beginning 30 days after project completion. It is difficult to process the required data and make final payment within the required 30 days. We try to minimize interest due by early release of retained amounts, and did so on this project. It is not possible to avoid all such interest payments.

OBJ:mk

OB/M30

CITY OF CENTRAL POINT OREGON INC 1889

P.O. BOX 3576 CENTRAL POINT, OREGON 97502 PHONE 664-3321

THE HEART OF THE
ROGUE RIVER VALLEY

DECEMBER 8, 1983

RECEIVED
JAN 3 1984
CONSTRUCTION
SECTION

MR. VERN SKOOG
OREGON STATE HIGHWAY DIVISION
TRANSPORTATION BUILDING
SALEM, OREGON, 97310

Mr. Vern Skoog:

In regards to your invoice number 138192, (Central Point's share of project cost) dated Nov. 23, 1983, billing req. number CA 2237. I would like to know if we can defer payment until after July 1984 ? We were not aware that there would be charges of this type, and there was no money allocated in the budget for it.
The money to pay this bill would come from street funds, and because the gas tax revenue is way down, there is not sufficient funds available in the Street Dept. budget at this time.

I would like to request an explanation for the $104.80 interest. Why are we being charged interest on a cost that we did not know anything about until two years later ?
Also I would like to know why the engineering cost was so high ? I would think that the installation of pavement markings would be a standard specification project, requiring little engineering.

Thank you very much for any consideration and help that you can give us.

VERN CAPPS
Vern Capps
PUBLIC WORKS SUPT.
CENTRAL POINT, OR.

Please discuss

RECEIVED
DEC 13 1983
HIGHWAY ADM. UNIT

r11

OSHD (Coulter)

STATE COPY

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

FINAL ACCEPTANCE REPORT

REGION NO.	REPORT NO.	COUNTY	DIVISION
10	2	Douglas & Jackson	Oregon

DATE OF REPORT	REPORT MADE BY	PROJECT NO.
8/1/83	W. N. Bryant, Area Engineer	PMS-000S(107)

COMPLETION DATE	ACCEPTANCE DATE BY CONTRACT AGENCY	TIME ELAPSED	CONTRACT TIME
8/11/82	12/17/82	83 %	80 calendar days

APPROVED EXTENSIONS	LOCATION
NONE	City wide - Ashland, Central Point, Glendale, Jacksonville, Phoenix, and Talent

*~~The PR-47 Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted.~~

*A copy of the State's materials certificate is attached to the Division office copy of this report.

There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

REGON III PAVEMENT MARKING
VARIOUS CITY STREETS
Pavement Marking

This project provided for the installation of thermoplastic pavement marking and raised traffic markers at various locations on City streets in Ashland, Central Point, Glendale, Jacksonville, Phoenix and Talent. A contract in the amount of $58,273.90 was awarded Select Contractors, Inc. Seattle, WA on May 19, 1982. Work began in June 7, 1982 and was completed in reasonably close conformance with the approved plans and specifications on August 11, 1982 at a final cost of $72,593.78 which includes $56,443.78 for original bid items and $16,150 for construction engineering. A total of 66.5 days were used as compared to the 80 days allowed under the contract. There were no major significant overruns or underruns.

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
AUG 24 '83
REFER TO
FOR
Info | Init. | R/D | D:R | Sign | Act | File

*NOTE: Not applicable for direct federal projects.

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE W. N. Bryant W N Bryant Area Engineer		SIGNATURE G. K. Hossner Original Signed By G K. HOSSNER Field Operations Engineer	
TITLE Area Engineer	DATE 8-23-83	TITLE Field Operations Engineer	DATE 8-23-83

FORM FHWA-1446 B (12-73) FORMERLY PR-33E

Previous Editions of PR-33E Will Not Be Used.

9473

B

December 23, 1982

St. Paul Fire & Marine Insurance Company
825 N.E. Multnomah, Suite 800
Portland, OR 97232

CON 5
#9473

Gentlemen or Ladies:

Contract No. 9473 awarded to Select Contractors, Inc. for the Region III Pavement Marking Project in Douglas and Jackson Counties was completed on August 23, 1982, and accepted by the State Highway Division on December 17, 1982.

Final payment in the amount of $1,000 will be released to the contractor after December 30, 1982. The total contract amount is $56,443.73. No work was performed under force account.

No claims for labor or material have been filed with us against the performance bond on this contract.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

js

cc: Select Contractors, Inc.
3652 Hillcrest Ave., S.W.
Seattle, WA 98116

Nancy L. Helseth
Alexander & Alexander, Inc.
2001 - 6th Ave
Westin Bldg., Suite 1100
Seattle, WA 98121

bc: C. T. Keasey
Walt Hart
V. E. Skoog Attn: Frank Griffin
A. Shirley

9473

Reg. 3

STATEMENT OF OVERRUNS AND UNDERRUNS

PROJECT: REGION III PAVEMENT MARKING
HIGHWAY: VARIOUS CITY STREETS
COUNTY: DOUGLAS & JACKSON

CONTRACT NO: 9473
PREFIX: 315-1011
F.A.NO: PMS-000S(107)

ITEM	UNIT	ORIGINAL	SEMI-FINAL	+OR-
SUMMARY				
BID ITEMS	$	58,273.90	56,443.78	-3
CONTINGINCIES	$	2,622.33		
ENGINEERING	$	5,827.39	11,867.87	+104
TOTAL	$	66,723.62	68,311.65	+2

All substantial changes were evaluated and none were found to meaningfully affect the total project cost.

ENGINEERS NARRATIVE

Region III(6 Cities)Pavement Marking

On May 19,1982 contract 9473 was awarded to Select Contractors,Inc. for installing thermoplastic pavement markings and raised markers in various city streets in six cities located in Douglas and Jackson counties.

On May 24,1982 the preconstruction conference was held in the Project Managers office.

Work began on June 7,1982. The contractor began placing thermoplastic markings at the south end of the project and worked toward the north. A four man crew was used, including traffic control. The crew was highly specialized and had the equipment necessary for each specific task and everything went exceptionally smooth. On August 3, all of the thermoplastic had been applied.

The raised markers were installed from August 5th through August 11th. As with the previous work, the crew was familiar with installation procedures and the work proceeded smoothly. This completed the project.

One price agreement was written to document a viscosity change in the epoxy, per John Jenkins letter.

The completed work was well received by the individual cities. However, at one point the crew had to alter their work plan to accomodate the city of Jacksonville's street maintainence plans. There were also several streets in Talent that were scheduled for maintainence overlays shortly after the contractor placed the markers. These were really only minor problems compared to the total number of streets completed under this contract.

The project engineering overran considerably. This was due to the fact that the length of the project was sixty miles and located from five to fifty miles from the office.

FORM 81-734-3001

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: Region III Pavement Marking Project		WEEK ENDING: August 21,1982
		SECTION PREFIX: 310-1011
HIGHWAY: Various City Streets		COUNTY: Douglas & Jackson
NAME OF JOB: Region III Pavement Mrkg	KIND OF WORK: Pavement Marking and Raised Delineators	
CONTRACTOR: Select Contractors,Inc.	CONTRACT NUMBER: 9473	FEDERAL AID PROJECT NUMBER: PMS-000S(107)
DATE OF CONTRACT: May 19,1982	DATE WORK STARTED: June 7,1982	ESTIMATED COMPLETION DATE:
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0	SPECIFIED WORK DAYS	WORK DAYS USED
	SPECIFIED CALENDAR DAYS 80	CALENDAR DAYS USED 66.5
	SPECIFIED COMPLETION DATE	PERCENT OF TIME ELAPSED 83
PROJECT AUTHORIZATION: $66,723.62		PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100
EXCLUSIVE OF ENGINEERING: $60,896.23	ENGINEERING AUTHORIZATION $5,827.39	
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $58,273.90	ENGINEERING COST TO DATE $11,755.24	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 100
ESTIMATED PERCENT: OVERRUN / UNDERRUN -4½ %	PERCENT OF AUTHORIZATION 202 %	DATE PROJECT WAS COMPLETED: August 11,1982

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD		
			GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT							
MILES PARTIALLY COMPLETED							
MILES COMPLETED							
TOTAL ESTIMATED QUANTITIES (CONTRACT)							
TOTAL QUANTITIES CORRECTED TO DATE							
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE							
AVERAGE DAILY QUANTITIES							
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME							
NUMBER OF SHIFTS PER DAY							
HOURS PER SHIFT							

EQUIPMENT USED DURING THE WEEK:

NONE

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	NA			
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY				
SATURDAY				

RECEIVED
AUG 23 1982
CONSTRUCTION SECTION

CE — OE — CAE — FCE — QCS — SCS — EEO — CA — LS — TC — FE — CP

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

The project has been completed and work has begun on the semi-final estimate.

SIGNED for Maude LOCATION Medford

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES

SP*F216

STATE COPY

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State: Oregon
MONTHLY TRANSACTION NUMBER: 6-160	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County: Douglas & Jackson
PROJECT REPORT NUMBER:		Project Number: PMS-000S(107)
MODIFICATION NUMBER: 1		

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on July 22, 19 81, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 18,200.00	$ 84,923.00
Federal funds	$ 18,200.00	$ 84,923.00
Other revisions		

This modification is made for the following reasons: adding construction phase.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 18th day of June, 19 82.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By _____

Program ~~Control~~ Mgmt Engineer
(Title)

~~XXX~~ For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10 75)

Previous editions are obsolete

Oregon State Highway Division
Salem, Oregon May 21, 1982

Federal-Aid Project
No. PMS-000S(107)

Region III (6 Cities) Pavement Marking Project
City Streets, Citywide in Ashland, Central Point,
Glendale, Jacksonville, Phoenix and Talent
Douglas and Jackson Counties

REVISED PROJECT AGREEMENT ESTIMATE

Type Code PE
Preliminary Engineering

Preliminary Engineering		All Required	$18,000.00

Type Code Y103
Pavement Marking (Citywide)

Mobilization		All Required	$ 500.00
Temporary Protection and Direction of Traffic		All Required	500.00
Temporary Signs	160 Sq. Ft.	5.00	800.00
Temporary Barricades	4 Each	1.00	4.00
Flagmen	200 Hour	1.00	200.00
Thermoplastic Pavement "ONLY's"	11 Each	80.00	880.00
Thermoplastic Pavement "RxR's"	35 Each	190.00	6,650.00
Thermoplastic Pvmt. "SCHOOL CROSSING's"	43 Each	100.00	4,300.00
Thermoplastic Pavement Arrows	53 Each	25.00	1,325.00
8" Thermoplastic Pavement Line	197 Lin. Ft.	1.50	295.50
12" Thermoplastic Pavement Line	21,029 Lin. Ft.	1.25	26,286.25
Mono-Directional Crystal Type I Markers	873 Each	2.25	1.964.25
Bi-Directional Yellow Type I Markers	4,143 Each	2.30	9,528.90
White Type II Markers	582 Each	1.50	873.00
Yellow Type II Markers	2,778 Each	1.50	4,167.00
		SUBTOTAL	$58,273.90
		Engineering	8,449.10
		TOTAL	$66,723.00

Length of Project ---------- 0.00 mi.

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds
Preliminary Engineering	$ 18,200.00	$ 18,200.00
Pavement Marking	66,723.00	66,723.00
TOTAL	$ 84,923.00	$ 84.923.00

Group 1 100%
Contract No. 9473
Prefix: 315-1991
Prefix: 310-1011

STATE COPY

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	STATE Oregon
7-184		COUNTY Douglas & Jackson
	FEDERAL-AID PROJECT AGREEMENT 7122(1)	PROJECT NO. PMS-000S (107)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

City Wide - Ashland, Central Point, Glendale, Jacksonville, Phoenix & Talent

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING	6-19-81	0.0
RIGHTS-OF-WAY		
CONSTRUCTION		

OTHER *(Specify)*

FUNDS Pro-rata 100.0%

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 18,200.00	$ 18,200.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

Oregon State Highway Division
(Official name of Highway Agency)

By _____

Ass't. State Highway Engineer
(Title)

~~XX~~ For: H.S. Coulter

State Highway Engineer
(Title)

By _____

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Date executed by Division Administrator JUL 2 ? 1981

FORM PR-2 (REV. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Gen. File

Oregon State Highway Division
Salem, Oregon July 17, 1981

Federal Aid Project
No. PMS-000S (107)

Region 3 (6 Cities) Pavement Marking Project
Various City Streets in Douglas & Jackson Counties

Project Agreement Estimate

Type Code PE
Preliminary Engineering

Preliminary Engineering	All Required		$ 18,200.00
		Total	$ 18,200.00

Length of project - - - - - - - - - 0.0 miles

Summary of Funds

Description		Total Cost	Federal Funds
Preliminary Engineering		$ 18,200.00	$ 18,200.00
Retain in Program Status			
Contract Work		$181,800.00	$181,800.00
	Total	$200,000.00	$200,000.00

Group 1 - 100%
Prefix 310 - 1903
Prefox 315 - 1991

STATE OF OREGON
HIGHWAY DIVISION - ODOT

INTEROFFICE MEMO
LOC 3

TO: FILE

DATE: May 7, 1982

FROM: for H. S. Coulter
State Highway Engineer

SUBJECT: Footpaths and Bicycle Trails
May 13, 1982 Bid Letting

This is an informational report to document the Highway Division's action taken with regard to establishing footpaths and bicycle trails as set forth in ORS 366.514. Bids will be opened May 13, 1982 on the following projects:

1. Columbia River Highway @ First Street (Rainier)
   Columbia River Highway, Columbia County
   Traffic Signals

   Curb ramps and some sidewalk will be constructed on this project for bicycle and pedestrian use.

2. Canyonville Rock Production
   Tiller-Trail Highway, Douglas County
   Aggregate Crushing

   Footpaths or bicycle trails are not incorporated in this project as no new highway construction, reconstruction or relocation is involved.

3. Oakland-Shady Highway @ Page Road
   Oakland-Shady Highway, Douglas County
   Grading and Paving

   Left-turn median construction. Eleven-foot lanes with four-foot shoulders available.

   Footpaths and bicycle trails will not be established under this project as per ORS Chapter 366, Section 2, subsection 2(c), which states: "...footpaths and trails are not required to be established...where sparsity of population, other available ways or other factors indicate an absence of any need for such paths and trails..."

81-125-1387

Contains Recycled Materials

4. Region III (Six Cities) Pavement Marking
Various City Streets, Douglas and Jackson Counties
Pavement Marking

Twelve-inch thermoplastic pavement line will be used for pedestrian crosswalks on this project.

5. John Day-Prairie City
John Day Highway, Grant County
Grading and Paving

Primarily overlay with widening at selected locations. Consists of two twelve-foot lanes with primarily four-foot shoulders available.

Same as No. 3.

6. Poterf Creek-Poodle Creek
Florence-Eugene Highway, Lane County
Grading and Paving
Bikeway Project

Five- to six-foot shoulder bike lanes with a few areas of four-foot sections where wider lanes would be impractical due to excessive cost.

7. Arterial Street Overlay (Portland)
Various City Streets, Multnomah County
Paving

Overlay. Same as No. 2.

DES:ja

cc E. S. Hunter
D. G. Talbot
L. E. George
Frank Terpin
George Bell
Don Harwell

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: PMS-000S(107)
2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 10162

2A. COUNTY NAME: Douglas & Jackson

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 4/21/82

8. FEDERAL ROUTE NUMBER: Various & Non Federal

9. STATE ROUTE NUMBER: Various

10. GENERAL LOCATION:

Region 3 (6 cities) Pavement Marking Project

11. GENERAL DESCRIPTION OF WORK

Pavement Marking

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☒ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☐ OTHER *(Specify)*

13. REMARKS

Mr. Swan's 4/16/82 request and cerifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $134,280 Federal Funds.

A signed copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
APR 27 '82
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

Orig. to [illegible] 4/30/82

14. DATE: 4/21/82

15. SIGNATURE OF APPROVING OFFICIAL: J. K. Hoosier

16. TITLE: for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

October 7, 1981

City of Glendale
City Hall
Glendale, OR 97442

Attention: Lorraine J. Palm
City Recorder

MISC. CONTRACTS and
AGREEMENTS No. 7526

Gentlemen:

Attached for your records is a fully executed copy of a Letter of Understanding for a Title II Pavement Marking Project in your City.

We have retained a fully executed copy of this agreement for the Transportation Commission's files.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

fkn

Att.

bc Don Harwell (agree. att.)

VICTOR ATIYEH
GOVERNOR

Department of Transportation

HIGHWAY DIVISION

Region 3

P.O. BOX 1128, ROSEBURG, OREGON 97470 PHONE 440-3399

George Miller
Mayor
City of Glendale
P.O. Box 361
Glendale, OR 97442

August 27, 1981

In Reply Refer to
File No.: PRO 6

Dear Mr. Miller:

This will acknowledge receipt of three signed copies of Letter of Understanding #7526 for the proposed thermoplastic pavement markings on various city streets.

Also acknowledged is City Resolution #81-82/2 authorizing execution of this agreement.

By copy of this letter I am forwarding these agreements to the Project Management section in Salem for further processing.

A fully executed copy of this agreement will be returned to you for your files.

Cordially,

ALFRED SHIRLEY, JR.
Regional Engineer

ORIGINAL SIGNED BY JACK AYRES
REGIONAL FEDERAL AID ENGINEER

By JACK AYRES
Regional Federal-Aid Engineer

ja/cp

cc: D.H. Moehring
L.E. George
G. Thornton
Wm. Maude

PROJECT MANAGEMENT BRANCH
ASHE ☐ STE ☐
PLE ☐ RE ☐ PRE ☐
AUG 31 1981
REFERRED TO _____
FOR _____
FILE: PM FA LG.

Form 734-3122

(PMD0002)

Form 81-734.2039

OREGON STATE HIGHWAY DIVISION

AUTHORITY FOR SURVEY

Section Pavement Marking Demonstration Program(Reg 3) Date June 18, 1981, 19

Highway Various City Streets in Glendale Authorization No. 1

County Douglas Survey Prefix 310-1903
(Assigned by Salem office)

Description of termini, route, length, etc.:

A pavement marking demonstration program within the city limits of Glendale.

See prefix No. for work in Jackson Co. that is associated with this project.

Purpose of survey:

To prepare Title Sheet for a pavement marking demonstration project to be constructed by State Force Order.

PMS-0002(127)
6-19-81

Estimate of cost:

Resident Engineer	(901)	$1,100
Final Design	(905)	1,700
Traffic	(911)	30
Project Management	(920)	40
Specifications	(921)	200
Adm. Serv. (Eng.)	(922)	20

Approved by Hwy Engr 6-3-81 PMS

INSTRUCTIONS

Submit four copies to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Regional Engineer and one copy to the Resident Engineer.

This form does not constitute authority for making survey until approved and returned.

Submit separate order for each survey.

RECEIVED
JUN 22 1981
LOCATION SECTION

Total estimated cost of survey $3,090

Previous authorization . . . . . .

Additional authorization requested . . . . . .

Additional authorization approved (Salem) . . . . . .

Total all authorizations approved (Salem) . . . . . .

Requests made by:

P. Lewellyn, Costs & Records Eng'r.
Field Engineer

Recommended for Approval:

Regional Engineer

Recommended for Approval:

Location Engineer

Approved:

Assistant State Highway Engineer

SP*19760-734

October 7, 1981

City of Jacksonville
City Hall
Jacksonville, OR 97530

AGR

Attention: Doris Crofoot
City Recorder

MISC. CONTRACTS and
AGREEMENTS No. 7527

Gentlemen:

Attached for your records is a fully executed copy of a Letter of Understanding for a Title II Pavement Marking Project in your City.

We have retained a fully executed copy of this agreement for the Transportation Commission's files.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

fkn

Att.

bc Don Harwell (agree. att.)

VICTOR ATIYEH
GOVERNOR

Department of Transportation

HIGHWAY DIVISION

Region 3

P.O. BOX 1128, ROSEBURG, OREGON 97470 PHONE 440-3399

Jim Laibe
City of Jacksonville
City Hall
Jacksonville, OR 97530

August 27, 1981

In Reply Refer to
File No.: PRO 6

Dear Mr. Laibe:

This will acknowledge receipt of three signed copies of Letter of Understanding #7527 for the proposed thermoplastic pavement markings on various city streets.

Also acknowledged is City Resolution #377 authorizing execution of this agreement.

By copy of this letter I am forwarding these agreements to the Project Management section in Salem for further processing.

A fully executed copy of this agreement will be returned to you for your files.

Cordially,

ALFRED SHIRLEY, JR.
Regional Engineer

ORIGINAL SIGNED BY JACK AYRES
REGIONAL FEDERAL AID ENGINEER

By JACK AYRES
Regional Federal-Aid Engineer

ja/cp

cc: D.H. Moehring
L.E. George
G. Thornton
Wm. Maude

PROJECT MANAGEMENT BRANCH
ASHE ☐ STE ☐
PLE ☐ RE ☐ PRE ☐
AUG 31 1981
REFERRED TO _____
FOR _____
FILE: PM FA LG.

Form 734-3122

October 6, 1981

City of Central Point
City Hall
Central Point, OR 97502

AGR

Attention: Betty Anders
City Recorder

MISC. CONTRACTS and
AGREEMENTS No. 7525

Gentlemen:

Attached for your records is a fully executed copy of a Letter of Understanding for a Title II Pavement Marking Project in the City of Central Point.

We have retained a fully executed copy of this agreement for the Transportation Commission's files.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

fkn

Att.

bc Don Harwell (agree. att.)

VICTOR ATIYEH
GOVERNOR

Department of Transportation

HIGHWAY DIVISION

Region 3

P.O. BOX 1128, ROSEBURG, OREGON 97470 PHONE 440-3399

Dave Kucera
City Administrator
City of Central Point
P.O. Box 3576
Central Point, OR 97502

August 27, 1981

In Reply Refer to
File No.: PRO 6

Dear Mr. Kucera:

This will acknowledge receipt of three signed copies of Letter of Understanding #7525 for the proposed thermoplastic pavement markings on various city streets.

Also acknowledged is City Resolution #350 authorizing execution of this agreement.

By copy of this letter I am forwarding these agreements to the Project Management section in Salem for further processing.

A fully executed copy of this agreement will be returned to you for your files.

Cordially,

ALFRED SHIRLEY, JR.
Regional Engineer

ORIGINAL SIGNED BY JACK AYRES
REGIONAL FEDERAL AID ENGINEER

By JACK AYRES
Regional Federal-Aid Engineer

ja/cp

cc: D.H. Moehring
L.E. George
G. Thornton
Wm. Maude

PROJECT MANAGEMENT BRANCH
ASHE ☐ STE ☐
PLE ☐ RE ☐ PRE ☐
AUG 31 1981
REFERRED TO _____
FOR _____
FILE: PM FA LG.

Form 734-3122

October 6, 1981

City of Phoenix
City Hall
Phoenix, OR 97535

AGR

Attention: Joe B. Grimes
City Recorder

MISC. CONTRACTS and
AGREEMENTS No. 7528

Gentlemen:

Attached for your records is a fully executed copy of a Letter of Understanding for a Title II Pavement Marking Project in your City.

We have retained a fully executed copy of this agreement for the Transportation Commission's files.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

fkn

Att.

bc Don Harwell (agree. att.)

VICTOR ATIYEH
GOVERNOR

Department of Transportation

HIGHWAY DIVISION

Region 3

P.O. BOX 1128, ROSEBURG, OREGON 97470 PHONE 440-3399

Walter Barker
City of Phoenix
510 W. 1st.
Phoenix, OR 97535

August 27, 1981

In Reply Refer to
File No: PRO 6

Dear Mr. Barker:

This will acknowledge receipt of one signed copy of Letter of Understanding #7528 for the proposed thermoplastic pavement markings on various city streets.

Also acknowledged is City Resolution #124 authorizing execution of this agreement.

By copy of this letter I am forwarding this agreement to the Project Management section in Salem for further processing.

A copy of the fully executed agreement will be returned to you for your files.

Cordially,

ALFRED SHIRLEY, JR.
Regional Engineer

ORIGINAL SIGNED BY JACK AYRES
REGIONAL FEDERAL AID ENGINEER

By JACK AYRES
Regional Federal-Aid Engineer

ja/cp

cc: D.H. Moehring
L.E. George
G. Thornton
Wm. Maude

PROJECT MANAGEMENT BRANCH
ASHE ☐ STE ☐
PLE ☐ RE ☐ PRE ☐
AUG 31 1981
REFERRED TO _____
FOR _____
FILE: PM FA LG.

Form 734-3122

9173

September 10, 1981

City of Talent
City Hall
Talent, OR 97540

AGR

Attention: Patricia K. Cotton
City Recorder

MISC. CONTRACTS and
AGREEMENTS No. 7522

Gentlemen:

Attached for your records is a fully executed copy of a Letter of Understanding for a pavement marking project in your City.

We have retained a fully executed copy of this agreement for the Transportation Commission's files.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

fkn

Att.

bc Don Harwell (agree. att.)

September 10, 1981

City of Ashland
City Hall
Ashland, OR 97520

AGR

Attention: Nan E. Franklin
City Recorder

MISC. CONTRACTS and
AGREEMENTS No. 1 2 3

Gentlemen:

Attached for your records is a fully executed copy of a Letter of Understanding for a pavement marking project in your city.

We have retained a fully executed copy of this agreement for the Transportation Commission's files.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

fkn

Att.

bc Don Harwell (agree. att.)

1:B

VICTOR ATIYEH
GOVERNOR

Department of Transportation

HIGHWAY DIVISION

Region 3

P.O. BOX 1128, ROSEBURG, OREGON 97470 PHONE 440-3399

Dave Doerter
Planning Director
City of Talent
P.O. Box 445
Talent, OR 97540

August 27, 1981

In Reply Refer to
File No.: PRO 6

Dear Mr. Doerter:

This will acknowledge receipt of three signed copies of Letter of Understanding #7529 for the proposed thermoplastic pavement markings on various city streets.

Also acknowledged is City Resolution #143 authorizing execution of this agreement.

By copy of this letter I am forwarding these agreements to the Project Management section in Salem for further processing.

A fully executed copy of this agreement will be returned to you for your files.

Cordially,

ALFRED SHIRLEY, JR.
Regional Engineer

ORIGINAL SIGNED BY JACK AYRES
REGIONAL FEDERAL AID ENGINEER

By JACK AYRES
Regional Federal-Aid Engineer

ja/cp

cc: D.H. Moehring
L.E. George
G. Thornton
Wm. Maude

PROJECT MANAGEMENT BRANCH
ASHE ☐ STE ☐
PLE ☐ RE ☐ PRE ☐
AUG 31 1981
REFERRED TO _____
FOR _____
FILE: PM FA LG.

Form 734-3122

9413

VICTOR ATIYEH
GOVERNOR

Department of Transportation

HIGHWAY DIVISION

Region 3

P.O. BOX 1128, ROSEBURG, OREGON 97470 PHONE 440-3399

August 27, 1981

In Reply Refer to
File No.: PRO 6

Allen Alsing
Director of Public Works
City of Ashland
City Hall
Ashland, OR 97520

Dear Al:

This will acknowledge receipt of three signed copies of Letter of Understanding #7524 for the proposed thermoplastic pavement markings on various city streets.

Also acknowledged is City Resolution #81-45 authorizing execution of this agreement.

By copy of this letter I am forwarding these agreements to the Project Management section in Salem for further processing.

A fully executed copy of this agreement will be returned to you for your files.

Cordially,

ALFRED SHIRLEY, JR.
Regional Engineer

ORIGINAL SIGNED BY JACK AYRES
REGIONAL FEDERAL AID ENGINEER
By JACK AYRES
Regional Federal-Aid Engineer

ja/cp

cc: D.H. Moehring
L.E. George
G. Thornton
Wm. Maude

PROJECT MANAGEMENT BRANCH
STE ☐
FE ☐ RE ☐ PRE ☑
AUG 1981
REFERRED TO .....
FOR .....
FILE: FM FA LG.

Form 734-3122

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: PMS-000S(107)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 10162

2A. COUNTY NAME: Douglas
Jackson

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 6/19/81

8. FEDERAL ROUTE NUMBER: Various and Non Federal

9. STATE ROUTE NUMBER: Various

10. GENERAL LOCATION:

Region 3 (6 cities) Pavement Marking Project

11. GENERAL DESCRIPTION OF WORK

Preliminary Engineering

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☒ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION TEC $18,200 Federal Funds
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☐ OTHER *(Specify)*

13. REMARKS

As requested by Mr. Swan's letter of 6/12/81.

RECEIVED
STATE HWY ENGR
JUN 23 '81
REFER TO
Maerrin
FOR

Info	Inves	R/D	D/R	Sign	Act	File

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
6/19/81	S. K. Hassmer	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

9423

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION

In Reply Refer to
File No.

June 12, 1981

PRO 6-2

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

Original Signed By
D. E. Swan

FROM: D.E. Swan
Operation Programming Engineer

SUBJECT: Project Data Submission
Item No. 10162
Project No. PMS-000S(107)
Region 3 (6 Cities) Pavement Marking Project
Douglas and Jackson Counties

Attached data consists of PR-1 forms with project maps, Authority for Survey, Narrative, lists of Markings, sketch maps and Description of Procedures.

I request authorization to proceed with all phases of preliminary engineering work necessary to obtain PS&E approval at an estimated cost of $18,200 with an obligation of $18,200 in Federal funds.

DRH:bkc
Attachments

cc: L.E. George
Alfred Shirley (Region 3)
General Files

734-1839

1473

REPORT OF ACTION UNDER DELEGATED AUTHORITY

BY STATE HIGHWAY ENGINEER

On behalf of the Oregon Transportation Commission and under Authority delegated to me to approve Title II projects, I approved the following:

SECTION	TOTAL COST	FEDERAL FUNDS	STATE FUNDS	LOCAL GOVT. FUNDS	APPROVAL DATE
Crater Lake Hwy. @ Antelope Road Jackson County	$ 75,000	$ 67,500	$7,500	$ -0-	5-18-81
Oregon Coast Hwy. @ Nehalem River Br. Tillamook County	60,000	54,000	6,000	-0-	5-28-81
Eugene/Springfield/ Lane County Pavement Mkg. Proj.	450,000	450,000	-0-	-0-	6-03-81
Ashland, Central Point, Glendale, Jacksonville, Phoenix & Talent Pavement Mkg. Proj. Jackson and Douglas Counties	200,000	200,000	-0-	-0-	6-03-81

H. S. Coulter
State Highway Engineer

June 4, 1981

9773

PRO-6

STATE OF OREGON

INTEROFFICE MEMO

TO: H. S. Coulter
State Highway Engineer

DATE: May 29, 1981

FROM: L. E. George
Traffic Engineer

SUBJECT: Proposed Title II Pavement Marking Project

The cities of Ashland, Central Point, Glendale, Jacksonville, Phoenix and Talent have requested a joint project to install thermoplastic pavement markings (arrows, legends, crosswalks, stop bars, etc.) on their local street systems.

Construction will be by contract with State Forces performing all phases of engineering.

In summary:

Jurisdiction	Project Name	Total Cost	Federal Funds	State Funds	Local Funds
Local	Ashland, Central Point, Glendale, Jacksonville, Phoenix & Talent Pavement Marking Project Douglas & Jackson Counties	$200,000	$200,000	-0-	-0-

The project has been investigated and is eligible for funding under the Title II Pavement Marking Demonstration Program. We recommend your approval and request that you authorize this project under delegated authority.

L. E. George
Traffic Engineer

RHB:er

Attachment

APPROVED:

State Highway Engineer

DATE: 6-3-81

RECEIVED
STATE HWY ENGR
JUN 2'81
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

(TMD 8401)

Form 82-956-3039

OREGON STATE HIGHWAY DIVISION

AUTHORITY FOR SURVEY

Section Pavement Marking Demonstration Program (Region 3) Date May 7, 19 81

Highway Various City Streets Authorization No. 1

County ~~Douglas and~~ Jackson Survey Prefix 315-1991 (Assigned by Salem office)

Description of termini, route, length, etc.:

A pavement marking demonstration program within the city limits of the listed cities.

Ashland
Central Point
Glendale — Work performed under prefix No 310-19
Jacksonville
Phoenix
Talent

Purpose of survey: To prepare ~~plans~~, Title Sheet ~~specifications and estimates~~ for a pavement marking demonstration project to be constructed by State Force Order.

PMS-0005(107)
6-19-81

Estimate of cost:

Resident Eng.	901	~~6,500~~ 5,400
Final Design	905	10,000 8,300
Traffic	911	200 170
Proj. Mgmt.	920	200 160
Specifications	921	1,200 1,000
Adm. Serv.(eng.)	922	100 80

Total estimated cost of survey . . $ 15,110 $ ~~18,200~~

Previous authorization . . . . . .

Additional authorization requested . . . . . .

Additional authorization approved (Salem) . . . . . .

Total all authorizations approved (Salem) . . . . . .

INSTRUCTIONS

Submit four copies to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Regional Engineer and one copy to the Resident Engineer.

This form does not constitute authority for making survey until approved and returned.

Submit separate order for each survey.

RECEIVED
JUN 15 1981
LOCATION SECTION

Requests made by: Roger E Pahlitzsch Field Engineer

Recommended for Approval: Regional Engineer

Recommended for Approval: Location Engineer

Approved: Assistant State Highway Engineer

SP*19760-734

M

1982 John Day-Prairie City Sec. 9474
of the John Day Hwy.
(Grading & Paving)

7474

STATE OF OREGON

INTEROFFICE MEMO

CON 5
#9474

DATE: May 29, 1986

TO: John R. Marks
Final Project Coordinator

FROM: Carolyn Philp
General Files

SUBJECT:

Request for Production 9620
Cheri Albert v. State of Oregon, et al
John Day-Prairie City Section
John Day Highway M.P. 163-164
Grant County

Pursuant your request dated May 28, 1986, I am transmitting to you the General Files correspondence files on the above mentioned section. Copies were made for your retention. Included in the copies is everything we have in our contract files.

Enclosures

STATE OF OREGON
ROAD DESIGN SECTION

INTEROFFICE MEMO

LEG

TO: L. E. George, Traffic Engineer
J. W. Sullivan, Maintenance Engineer
Bob Hector, Region 5 Engineer
Carolyn Philp, General Files

DATE: May 28, 1986

FROM: John R. Marks
Final Project Coordinator

SUBJECT: Request for Production 9620
Cheri Albert v. State of Oregon, et al
John Day-Prairie City Section
John Day Highway M.P. 163-164
Grant County

Here is a letter from James E. Griffin, Assistant Attorney General, with a Request for Production and a Response to Plaintiff's Request for Production wherein Mr. Griffin agrees to produce only those documents and other records in existence as of December 8, 1984.

Please make copies of the records requested and submit to me in Room 200, Transportation Building as soon as possible. If these records are too voluminous to copy, submit the originals and I will return them to you.

Call me at 8-6558 if you have questions.

JRM:bn

Encls.

DAVE FROHNMAYER
ATTORNEY GENERAL

WILLIAM F. GARY
DEPUTY ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
TRIAL DIVISION
Justice Building
Salem, Oregon 97310
Telephone: (503) 378-6313

May 9, 1986

John R. Marks,
Final Design Coordinator
Highway Division
Road Design Section
200 Transportation Building
Salem, Oregon 97310

Re: Cheri Albert v. State of Oregon, et al

Dear John:

It has been a couple of months since we have had to do business together. Can you help me with this one? Thanks.

Very truly yours

James E. Griffin
Assistant Attorney General

JEG:cg
Enclosure

IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR GRANT COUNTY

CHERI A. ALBERT, Personal Representative of the Estate of Sean Wade Albert, Deceased, Plaintiff, vs. STATE OF OREGON, By and through its duly authorized agency, OREGON TRANSPORTATION COMMISSION, DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, Defendant.	Case No. 9620 REQUEST FOR PRODUCTION

Pursuant to ORCP 43, Plaintiff requests that the Defendants produce and permit Plaintiff to inspect and copy at the offices of Bick & Monte, P.C., 1551 Pearl Street, Eugene, Oregon, on May 27, 1986, the following documents and things:

1. All maintenance records for repair and maintenance of that portion of Highway 26 between milepost 163 and milepost 164 in Grant County, Oregon, between the dates of January 1, 1980, and the present time.

2. All drawings, specifications, and design material for any construction, alteration or repair of U. S. Highway 26 between milepost 163 and milepost 164 in Grant County, Oregon, from January 1, 1980 to the present time.

3. All photographs and drawings of U. S. Highway 26 between milepost 163 and milepost 164 in Grant County,

BICK & MONTE, P.C.
ATTORNEYS AT LAW
1551 PEARL STREET
EUGENE, OREGON 97401
(503) 484-9444

Oregon, which were taken or made or developed between January 1, 1980, and the present time.

4. All records of every kind and nature for the maintenance, repair, alteration, and the placing of flags, lights, flashers, barricades or devices to warn motorists, and the specifications therefor, and the dates on which the same were placed and maintenance thereon performed for that section of U. S. Highway 26 between milepost 163 and milepost 164, Grant County, Oregon, between January 1, 1980, and the present time.

5. All inspection reports, records of inspections and instructions regarding inspection for that section of Highway 26 between milepost 163 and milepost 164 in Grant County, Oregon, between January 1, 1980, and the present time.

6. All reports, notices, letters, and correspondence relating to damages, defects, and need for repair of Highway 26 between milepost 163 and 164 in Grant County, Oregon, between January 1, 1980, and the present time.

DATED this 6th day of May, 1986.

BICK & MONTE, P.C.

By /s/CLAUD A. INGRAM
Claud Ingram, OSB# 61041
Of Attorneys for Plaintiff

BICK & MONTE, P.C.
ATTORNEYS AT LAW
1551 PEARL STREET
EUGENE, OREGON 97401
(503) 484-9444

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF GRANT

CHERI A. ALBERT, Personal Representative of the Estate of Sean Wade Albert, Deceased, Plaintiff, v. STATE OF OREGON, by and through its duly authorized agency, OREGON TRANSPORTATION COMMISSION, DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, Defendant.	Case No. 9620 RESPONSE TO PLAINTIFF'S REQUEST FOR PRODUCTION

Comes now defendant and responds to plaintiff's Request for Production as follows:

1. Agrees to produce, but only those in existence as of December 8, 1984.

2. Agrees to produce only as to construction, alteration or repair undertaken prior to December 9, 1984.

3. Objects, in part, as privileged as work product in communication with counsel. Agrees to produce any in existence prior to December 8, 1984.

4. Agrees to produce, but only as to activities prior to December 9, 1984.

5. Agrees to produce, but only as to activities prior to December 9, 1984.

6. Agrees to produce, but only those in existence prior to December 8, 1984.

DEPARTMENT OF JUSTICE
JUSTICE BUILDING
SALEM, OREGON 97310
PHONE 378-4400

Defendants specifically objects to the time and place requested for production. The time being wholely insufficient, and the place being inconvenient and onerously so, in the event that documentation produced by voluminous.

DATED this 9 day of May, 1986.

Respectfully submitted,

DAVE FROHNMAYER
Attorney General

James E. Griffin, OSB# 66053
Assistant Attorney General
Trial Attorney
Of Attorneys for Defendant
450 Justice Building
Salem, Oregon 97310
Telephone: 378-6313

DEPARTMENT OF JUSTICE
JUSTICE BUILDING
SALEM, OREGON 97310
PHONE 378-4400

STATE COPY

U.S. Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

REGION NO.	REPORT NO.	COUNTY	DIVISION
10	5	Grant	Oregon

DATE OF REPORT	REPORT MADE BY	PROJECT NO.
5-23-85	D. B. Carter, Area Engineer	FR-88-2(9)

COMPLETION DATE (Actual)	ACCEPTANCE DATE BY CONRTACT AGENCY	TIME ELAPSED	CONTRACT TIME
10-9-83	April 16, 1985	398/400 = 99.5 %	400 Calendar Work Days

LOCATION
Beginning in the city of John Day and extending easterly approximately 13.31 miles to the city of Prairie City in Grant County, Oregon.

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)
A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

JOHN DAY - PRAIRIE CITY SECTION
JOHN DAY HIGHWAY
GRADING & PAVING

This project provided for the widening and paving of 13.31 miles of the John Day Highway.

The final cost of the original contract item was $1,651,482.82, or a 38 percent underrun of the contract amount of $2,278,814.00. The final cost of the project including all engineering and changes was $3,181,795.65.

The large underrun of the original contract items result from an approved change in the surfacing design.

All participating work has been completed. All project signing and striping is complete.

A final inspection of the project by FHWA was made on July 21, 1983. The miscellaneous items notes as a result of that inspection have been completed.

#########

NOTED
W. E. SCHWARTZ

RECEIVED
STAT. HWY ENGR
MAY 28 '85
REFER TO Fredrickson
FOR
file	Cert.	R/W	J.R.	Supv.	Dist.	File

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE		SIGNATURE	
TITLE: Area Engineer	DATE: MAY 23 1985	TITLE: Field Operations Engineer	DATE: 6/4

FORM FHWA 1446B PREVIOUS EDITIONS MAY BE USED

April 26, 1985

Safeco Insurance Co. of America
4101 SW Kruse Way
Lake Oswego, OR 97034

CON 5
#9474

Gentlemen or Ladies:

Contract No. 9474 awarded to R. L. Coats for work on the John Day-Prairie City Section of the John Day Highway in Grant County was completed on March 30, 1984, and accepted by the State Highway Division on April 16, 1985.

Final payment in the amount of $4,746.75 will be released to the contractor after May 1, 1985. The total contract amount is $2,819,538.90 including $79,580.06 for work performed under force account.

No claims for labor or material have been filed with us against the bond on this contract.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

kjm
cc: R. L. Coats
63285 Skyline Ranch Road
Bend, OR 97709

bc: C. O. Fredrickson
Walt Hart
V. E. Skoog (Attn: Frank Griffin)
Robert D. Hector

74/74

FILE COPY

TO BE COMPLETED BY FHWA		
MONTHLY TRANSACTION NUMBER 5-118	U.S. Department of Transportation **Federal Highway Administration**	Form Approved; O M B No. 04-R2089
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	State: Oregon
MODIFICATION NUMBER 3		County: Grant
		Project Number: FR-F-88-2(9)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on July 8 , 19 82 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 3,175,000.00	$ 3,190,000.00
Federal funds	$ 2,799,714.00	$ 2,812,940.00
Other revisions		

This modification is made for the following reasons: to include increase in construction engineering.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 12th day of May , 19 84 .

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By [signature]

for Manager, Program Section
(Title)

~~XXX~~ For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By [signature]
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

Con. file

Oregon State Highway Division
Salem, Oregon May 9, 1984

Federal-Aid Project No. FR-F-88-2(9)

John Day-Prairie City Section
John Day Highway
Grant County

PROJECT AGREEMENT ESTIMATE

Type Code 6201
Roadway (Sta. 419+77.6 thru Eq. 430+03.17 Bk = Sta. (6+73.5 Ahd. to Sta. 699+02.4)

Subtotal of previous estimate of July 11, 1983		$ 2,841,714.00
	Subtotal	$ 2,841,714.00
	Engineering	348,286.00
	Total	$ 3,190,000.00

Length of Project	13.308 mi.
Cost of Roadway Per Mile	$ 238,578.29

SUMMARY OF FUNDS (88.18%)

Description	Appn Code	Total Cost	Federal Funds	State Funds
Roadway	(110)	$ 2,688,431.00	$ 2,370,657.00	$ 317,774.00
Roadway	(010)	501,569.00	442,283.00	59,286.00
Total		$ 3,190,000.00	$ 2,812,940.00	$ 377,060.00

Group 1	100%
Contract No.	9474
Prefix:	12-1423
Prefix:	12-1059

RHZ:bkb

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State
MONTHLY TRANSACTION NUMBER 7-260		Oregon
PROJECT REPORT NUMBER	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County Grant
MODIFICATION NUMBER 1	7-2-10	Project Number FR-F-88-2(9)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on July 8 , 19 82 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 2,673,128.00	$ 3,166,000.00
Federal funds	$ 2,357,431.00	$ 2,357,431.00 (110) ~~434,347.00 (010)~~
Other revisions		

This modification is made for the following reasons: to include increase in construction costs and construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 22nd day of July , 19 83 .

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Henry L. Pitts

Manager, Program Section
(Title)

XXBy For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Gen File

Oregon State Highway Division
Salem, Oregon July 11, 1983

Federal-Aid Project No. FR-F-88-2(9)

John Day-Prairie City Section
John Day Highway
Grant County

REVISED PROJECT AGREEMENT ESTIMATE

Type Code 6201
Roadway (Sta. 419+77.6 thru Eq. 430+03.17 Bk. =
Sta. (6+73.5 Ah. to Sta. 699+02.4)

Subtotal of previous estimate of June 28, 1982				$ 2,376,114.00

Previous Estimate

Cement Treated Base	84,000	Sq. Yd.	1.50	$ 126,000.00
Cement for Treated Base	3,000	Ton	85.00	255,000.00
Asphalt in Chip Seal	100	Ton	250.00	25,000.00
Aggregate in Chip Seal	1,000	Ton	10.00	10,000.00
				$ 416,000.00

Revised Estimate

Cement Treated Base (Deleted, PA #4)				$ 0.00
Cement for Treated Base (Deleted, PA #4)				0.00
Asphalt in Chip Seal (Deleted, PA #4)				0.00
Aggregate in Chip Seal				0.00
Aggregate Subbase (PA #4)	92,000	Ton	4.00	368,000.00
3/4"-0 Aggregate Base (PA #4)	107,000	Ton	4.80	513,600.00
				$ 881,600.00
			Increase	$ 465,600.00
			Subtotal	$ 2,841,714.00
			Engineering	324,286.00
			Total	$ 3,166,000.00
Length of Roadway				13.308 mi.
Cost of Roadway Per Mile				$ 237,902.01

SUMMARY OF FUNDS

Description	Appn Code	Total Cost	Federal Funds	State Funds
Roadway	(110)	$ 2,673,431.00	$ 2,357,431.00	$ 316,000.00
Roadway	(010)	492,569.00	434,347.00	58,222.00
Total		$ 3,166,000.00	$ 2,791,778.00	$ 374,222.00

Group 1 100%
Contract No. 9474
Prefix: 12-1423
Prefix: 12-1059

4.74

TO BE COMPLETED BY FHWA
MONTHLY TRANSACTION NUMBER 2-190
PROJECT REPORT NUMBER
MODIFICATION NUMBER 2

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

2-24-84

State	Oregon
County	Grant
Project Number	FR-F-88-2(9)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on July 8 , 19 82 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 3,166,000.00	$ 3,175,000.00
Federal funds	$ 2,791,778.00	$ 2,799,714.00
Other revisions		

This modification is made for the following reasons: to include increase in construction engineering.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 24th day of February , 1984 .

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Gary A. Potter

Manager, Program Section
(Title)

By For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Gen. Files

Oregon State Highway Division
Salem, Oregon February 15, 1984

Federal-Aid Project No. FR-F-88-2(9)

John Day-Prairie City Section
John Day Highway
Grant County

REVISED PROJECT AGREEMENT ESTIMATE

Type Code 6201
Roadway (Sta. 419+77.6 thru Eq. 430+03.17 Bk= Sta. (6+73.5 Ahd. to Sta. 699+02.4)

Subtotal of previous estimate of July 11, 1983	$ 2,841,714.00
Subtotal	$ 2,841,714.00
Engineering	333,286.00
Total	$ 3,175,000.00

Length of Project	13.308 mi.
Cost of Roadway Per Mile	$ 238,578.29

SUMMARY OF FUNDS (88.18%)

Description	Appn Code	Total Cost	Federal Funds	State Funds
Roadway	(110)	$ 2,673,431	$ 2,357,431	$ 316,000
Roadway	(010)	501,569	442,283	59,286
Total		$ 3,175,000	$ 2,799,714	$ 375,286

Group 1 100%
Contract No. 9474
Prefix: 12-1423
Prefix: 12-1059

RHZ:bkb

94171

STATE COPY

OMB No. 04-R2089

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State: Oregon
MONTHLY TRANSACTION NO.: 7-148	**FEDERAL-AID PROJECT AGREEMENT** 7/82	County: Grant
		Project No.: FR-88-2(9)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

John Day - Prairie City

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	4-21-82	13.308
OTHER *(Specify)*		

FUNDS PRO RATA 88.18%

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 2,673,128.00	$ 2,357,431.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By L.S. Moehnke

Program Management Engineer
(Title)

XXBy For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Date executed by Division Administrator 7-8-82

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Oregon State Highway Division
Salem, Oregon June 28, 1982

Federal-Aid Project
No. FR-88-2(9)

John Day-Prairie City Section
John Day Highway
Grant County

PROJECT AGREEMENT ESTIMATE

Type Code 6201
Roadway (Sta. 419+77.6 thru EQ. 430+03.17 Bk. =
Sta. 6+73.5 Ah. to Sta. 699+02.4)

Mobilization		All Required	$ 220,000.00
Temporary Protection and Direction of Traffic		All Required	10,000.00
Temporary Signs	977 Sq. Ft.	5.00	4,885.00
Temporary Barricades	20 Each	100.00	2,000.00
Temporary Delineators, Type 2	350 Each	15.00	5,250.00
Flagmen	2,500 Hour	10.00	25,000.00
Pilot Car	830 Hour	25.00	20,750.00
Clearing and Grubbing		All Required	30,000.00
Removal of Structures and Obstructions		All Required	30,000.00
General Excavation	60,000 Cu. Yd.	2.00	120,000.00
Trench Excavation	560 Cu. Yd.	10.00	5,600.00
Finishing Roadbed and Slopes		All Required	30,000.00
Watering	500 M-Gal.	10.00	5,000.00
Cement Treated Base	84,000 Sq. Yd.	1.50	126,000.00
Cement for Treated Base	3,000 Ton	85.00	255,000.00
Asphalt in Chip Seal	100 Ton	250.00	25,000.00
Aggregate in Ship Seal	1,000 Ton	10.00	10,000.00
Aggregate Shoulders	45,000 Ton	5.00	225,000.00
Class "B" or Class "C" Asphalt Concrete Mixture	42,000 Ton	7.00	294,000.00
Class "C" Asphalt Concrete Mixture in Leveling	14,000 Ton	8.00	112,000.00
Asphalt Cement in Mixture	3,025 Ton	180.00	544,500.00
Asphalt in Tack Coat	60 Ton	200.00	12,000.00
Concrete in Box Culvert Extensions	140 Cu. Yd.	300.00	42,000.00
Reinforcement in Box Culvert Extensions	20,000 lbs.	0.50	10,000.00
12-inch Culvert Pipe	20 Lin. Ft.	10.00	200.00

Oregon State Highway Division
Salem, Oregon June 28, 1982

Federal-Aid Project
No. FR-88-2(9)

John Day-Prairie City Section
John Day Highway
Grant County

PROJECT AGREEMENT ESTIMATE

Type Code 6201
Roadway (Sta. 419+77.6 thru EQ. 430+03.17 Bk. =
Sta. 6+73.5 Ah. to Sta. 699+02.4)

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Temporary Protection and Direction of Traffic			All Required	10,000.00
Temporary Signs	977	Sq. Ft.	5.00	4,885.00
Temporary Barricades	20	Each	100.00	2,000.00
Temporary Delineators, Type 2	350	Each	15.00	5,250.00
Flagmen	2,500	Hour	10.00	25,000.00
Pilot Car	830	Hour	25.00	20,750.00
Clearing and Grubbing			All Required	30,000.00
Removal of Structures and Obstructions			All Required	30,000.00
General Excavation	60,000	Cu. Yd.	2.00	120,000.00
Trench Excavation	560	Cu. Yd.	10.00	5,600.00
Finishing Roadbed and Slopes			All Required	30,000.00
Watering	500	M-Gal.	10.00	5,000.00
Cement Treated Base	84,000	Sq. Yd.	1.50	126,000.00
Cement for Treated Base	3,000	Ton	85.00	255,000.00
Asphalt in Chip Seal	100	Ton	250.00	25,000.00
Aggregate in Ship Seal	1,000	Ton	10.00	10,000.00
Aggregate Shoulders	45,000	Ton	5.00	225,000.00
Class "B" or Class "C" Asphalt Concrete Mixture	42,000	Ton	7.00	294,000.00
Class "C" Asphalt Concrete Mixture in Leveling	14,000	Ton	8.00	112,000.00
Asphalt Cement in Mixture	3,025	Ton	180.00	544,500.00
Asphalt in Tack Coat	60	Ton	200.00	12,000.00
Concrete in Box Culvert Extensions	140	Cu. Yd.	300.00	42,000.00
Reinforcement in Box Culvert Extensions	20,000	lbs.	0.50	10,000.00
12-inch Culvert Pipe	20	Lin. Ft.	10.00	200.00

18-inch Culvert Pipe	112 Lin. Ft.	12.00	1,344.00
24-inch Culvert Pipe	164 Lin. Ft.	16.00	2,624.00
36-inch Culvert Pipe	264 Lin. Ft.	20.00	5,280.00
48-inch Culvert Pipe	22 Lin. Ft.	40.00	880.00
12-inch Siphon Pipe	22 Lin. Ft.	18.00	396.00
Extra for Pipe Under Pavement	60 Lin. Ft.	10.00	600.00
Concrete Manholes	2 Each	1,000.00	2,000.00
Concrete Inlets, Type Special	1 Each	1,500.00	1,500.00
Concrete Siphon Boxes	1 Each	500.00	500.00
Guard Rail, Type 2A	2,400 Lin. Ft.	8.00	19,200.00
Guard Rail, Type 3	388 Lin. Ft.	20.00	7,760.00
Guard Rail Anchors, Type 1	26 Each	350.00	9,100.00
Extra for Guard Rail Bridge Connections	16 Each	250.00	4,000.00
Rail End Pieces, Type C	28 Each	100.00	2,800.00
Adjusting Guard Rail	700 Lin. Ft.	2.00	1,400.00
Extra Posts with Blocks	60 Each	8.00	480.00
Extra for Asphalt Approaches	90 Each	200.00	18,000.00
Delineators, Type 2	450 Each	18.50	8,325.00
Adjusting Manholes	9 Each	200.00	1,800.00
Reconstructing Concrete Manholes	1 Each	700.00	700.00
Adjusting Inlets	8 Each	100.00	800.00
Rock Gabions	100 Cu. Yd.	50.00	5,000.00
Membrane Waterproofing	880 Sq. Yd.	3.00	2,640.00
Roadside Seeding and Straw Mulch with Mulch Binder	20 Acre	600.00	12,000.00
			$ 2,273,314.00

Anticipated Items		
Permanent Signing	All Required	$ 10,000.00
Permanent Pavement Striping	All Required	9,000.00
Asphalt Cement Adjustment	All Required	83,000.00
On-the-job Trainees (1-1000 hrs. at $0.80)	All Required	800.00
		$ 102,800.00
	SUBTOTAL	$ 2,376,114.00
	Engineering	297,014.00
	TOTAL	$ 2,673,128.00

Length of Roadway	13,308 mi.
Cost of Roadway Per Mile	$200,866.25
Federal Funds (88.18%)	$2,357,431.00
State Funds	315,667.00
TOTAL	$2,673,128.00

Group 1	100%
Contract No.	9474
Prefix:	12-1423
Prefix:	12-1059

John Day River-Prairie City Section
John Day Highway
(nonparticipating - State Work)

Furnishing and Installing Mailbox Posts	55 Each	100.00	$	5,500.00
State Responsibility for Damages		All Required	$	1,500.00

5

Department of Fish and Wildlife
REGION IV—NORTHEAST OREGON
RT. 2, BOX 2283, LA GRANDE, OREGON 97850 PHONE 963-2138

VICTOR ATIYEH
GOVERNOR

John Day – Prairie City
John Day Highway
Grant Co.

December 6, 1983

Mr. Joe Schlieski
Oregon Dept. of Transportation
P.O. Box 850
La Grande, OR 97850

Dear Mr. Schlieski:

This letter is to advise you that the Pine Creek stream channel restoration work done by R.L. Coats east of John Day has been completed.

Rebuilding the channel to desired specifications was hampered somewhat due to lack of specialized equipment and an adequate supply of riprap rock, however we feel that the new stream grade will now allow fish passage and protect the future integrity of your property.

Herchel Malone and I met and agreed the present stream location and grade is now acceptable and any further stabilization which might be needed following the winter and spring runoff period could be handled by your maintenance crew at the local level. I agreed to look at it with him next spring once the new channel has stabilized to determine if any minor maintenance is necessary.

Mr. Coats has not installed the culvert crossing yet to allow access to the east side of your land nor has the site perimeter fence and gate been completed. These culverts when installed must meet fish passage criteria as well and should be installed during the low flow period to reduce sedimentation.

One additional item that would help stabilize this new channel and reduce erosion would be to seed the banks and disturbed areas with one of your erosion seed mixes. Would it be possible for your department to do some seeding at this site?

Versteeg
Anderson
Adams
Macnab
Stoudenmeyer
Terpin
Trout
Wakerlig

RECEIVED
DEC 9 1983
ROAD DESIGN SECTION

Do Not File
Return To
Bring Up ___/___/___
Action

I want to take this opportunity to express my appreciation to your personnel for their assistance in getting this Pine Creek problem resolved. Jerry Juniper and Herchel Malone were especially helpful and their interest and assistance was most valuable.

I trust through this cooperative spirit we can prevent such a problem from occuring in the future.

If you have any further questions, feel free to call me.

Sincerely,

Errol W. Claire

ERROL W. CLAIRE
District Fish Biologist

EWC: cw

cc: Don Trout, ODT - Salem
Brent Forsberg, ODF&W - Portland
Herchel Malone - John Day
Allen Throop - Dept. of Geology
EarleJohnson - Division of State Lands

74-14

Report #65 FINAL

FORM 734-3001

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

	SECTION: John Day - Prairie City	WEEK ENDING: Oct. 29, 1983
		SECTION PREFIX: 12-1059
	HIGHWAY: John Day	COUNTY: Grant
NAME OF JOB	KIND OF WORK: Grading and Paving	
CONTRACTOR: R. L. Coats	CONTRACT NUMBER: 9474	FEDERAL AID PROJECT NUMBER: FR-88-2(9)
DATE OF CONTRACT: 5-18-82	DATE WORK STARTED: 7-26-82	ESTIMATED COMPLETION DATE
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0	SPECIFIED WORK DAYS: 400	WORK DAYS USED: 398
	SPECIFIED CALENDAR DAYS	CALENDAR DAYS USED
	SPECIFIED COMPLETION DATE	PERCENT OF TIME ELAPSED: 99
PROJECT AUTHORIZATION: $ 3,114,223	ENGINEERING AUTHORIZATION: $ 290,000	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 99
EXCLUSIVE OF ENGINEERING: $ 2,824,223	ENGINEERING COST TO DATE: $ 318,200	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 99
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 2,800,874		DATE PROJECT WAS COMPLETED: Oct. 9, 1983
ESTIMATED PERCENT: OVERRUN / UNDERRUN: 1 %	PERCENT OF AUTHORIZATION: 110 %	

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		
100	100	100	100	100	100		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	13.3	13.3			13.3
MILES PARTIALLY COMPLETED					
MILES COMPLETED	13.3	13.3			13.3
TOTAL ESTIMATED QUANTITIES (CONTRACT)	60,000	45,000			56,000
TOTAL QUANTITIES CORRECTED TO DATE	64,000	210,000			52,380
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	64,000	210,000			52,380
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY				
SATURDAY				

RECEIVED
OCT 21 1983
CONSTRUCTION SECTION

CE ___ OM ___
CAM ___ CA ___
RCEW ___ LC ___
OCS ___ TC ___
SCS ___ FE ___
EEO ___ CP ___

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	Contractor worked most of the day with Errol Claire of the Fish and Wildlife Commission placing riprap and correcting Pine Creek to satisfy the Fish Commission.
FRIDAY	
SATURDAY	

REMARKS

Semi-final to Region 10/19/83

Work in Pine Creek completed 10/28/83.

Misc clean-up in pit and fencing work in pit to be completed.

SIGNED Joseph A. Schlieski LOCATION La Grande

Joseph A. Schlieski

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES

SP*F216

STATE OF OREGON

ROAD DESIGN SECTION

INTEROFFICE MEMO

DES 16

TO: MEMO TO THE FILES

DATE: September 13, 1983

FROM: Donald L. Trout
Final Project Coordinator

SUBJECT: John Day-Prairie City Section
John Day Highway
Grant County
Contract No. 9474

On September 1, 1983, while at the Oregon Division of State Lands Office, I was informed that there was a problem associated with our John Day-Prairie City Section construction project. Further inquiries revealed the following:

- R. L. Coats, the contractor, developed a material source of his own near the middle of the project. It is apparently near the site we designated as a prospective disposal site, or it may be the same spot. It is in Sec. 14, T. 13S., R. 32E. The material source covered some Highway-owned property as well as private property. The Highway project is complete except for some clean-up work in this material source. During the gravel operation, Pine Creek was apparently routed around the work area.

- The contractor obtained a Surface Mining Permit from the Department of Geology and Mineral Industries. He was cited for a permit violation, but I am advised the problem was corrected or is under control.

- The contractor did not obtain a Division of State Lands Removal/Fill Permit even though the work involved a stream - Pine Creek.

- The 1000 Friends of Oregon have questioned Grant County Planning Commission's approval of reclassifying a conditional use permit for the site. (Copy attached.) They claim the approval violates Goals 5 and 6 of the statewide planning goals. Goal 5 is to conserve open space and protect natural and scenic resources. Goal 6 is to maintain and improve the quality of the air, water, and land resources of the State. They also raised a question on a conflict of interest by one Commission member during the proceedings leading to the reclassified conditional use permit approval.

- The 1000 Friends of Oregon have questioned the Division of State Lands as to why no Removal/Fill Permit was issued. (Copy attached.)

RECEIVED TECHNICAL SERVICES
SEP 14 '83
REFER TO
FOR
Info
Invoice
R/D
D/R
Sign
Act
File

- On September 7, 1983, Mr. Earle Johnson, Division of State Lands, called to reveal that the Department of Fish and Wildlife representative in the area had complained that the gravel operation had left an 8' to 10' drop-off at the outlet of a large culvert pipe carrying Pine Creek under the John Day Highway. There was apparently fish passage through this culvert prior to the gravel operation. The Fish and Wildlife representative indicated the passage should be re-established by the end of this September, before fall rains begin.

- On September 7, 1983, Mr. Brent Forsberg, Oregon Department of Fish and Wildlife in Portland, called me with the same complaint. In addition, he said regrading of the area was necessary to re-establish the fish passage.

- On September 7 and 8, 1983, I discussed the problem with Mr. R. D. Hector, Region 5 Engineer. Mr. Hector advised the contractor had been directed to relocate Pine Creek to its former location and re-establish the fish passage. The contractor has been away from the job for some time now and it is not known when he plans to do the clean-up work. Final payment has not been made on the contract I am advised.

- On September 8, 1983, I advised Mr. Earle Johnson, Division of State Lands, and Mr. Brent Forsberg, Department of Fish and Wildlife, of the information received from Mr. Hector.

DLT:kkr

cc: E. S. Hunter (w/attachments)
C. T. Keasey (w/attachments)
R. D. Hector (w/attachments) NOTE: Please advise when contractor plans to do this work.

Attachments

A RESPONSE IS REQUIRED WITHIN 5 DAYS.
THE DIRECTOR

OF OREGON

400 DEKUM BUILDING, 519 S.W. THIRD AVENUE, PORTLAND, OREGON 97204 (503) 223-4396

August 12, 1983

Ed Zajonc, Director
Division of State Lands
1445 State Street
Salem, OR 97310

RE: Richard G. Ray, R.L. Coats Gravel Mine, Grant County

Dear Mr. Zajonc:

Enclosed is a memorandum of law concerning a gravel operation in Grant County adjacent to Highway 26. It is my understanding your agency has jurisdiction over all gravel extraction operations involving removal of 50 cubic yards of material per year, but that you have no permit for this operation. As you can see by the photocopies of photographs of the operation appended to the memo, especially #6, it is obvious this operation is extracting in excess of 50 cubic yards of material per year.

I would appreciate knowing why no DSL permit was required and if, contrary to what I was told, DSL has issued a permit, what were the conditions annexed to it concerning protecting anadramous fish, air quality, noise levels, screening and so forth.

Sincerely,

Robert Liberty
Staff Attorney

enc.
cc: Ken Holliday
Paul F. Lawson, Dept. of Geology and Mineral Industries
RL:yc

Cont 9474
John Day - Prairie City
John Day Hwy,
Grant Co.

RECEIVED
AUG 15 1983
DIVISION OF STATE LANDS

1000 FRIENDS OF OREGON

400 DEKUM BUILDING, 519 S.W. THIRD AVENUE, PORTLAND, OREGON 97204 (503) 223-4396

MEMORANDUM

22 July 1983

TO: Ken Holliday

FROM: Eric Hall, Paul Ellis

RE: Application for Permit Reclassification from Temporary to Permanent Status (Conditional Use Permit No. 82-6)

Question Presented:

Is the Grant County Planning Commission's order of 22 June 1983, reclassifying a conditional use permit No. 82-6 from a temporary to permanent status invalid on the grounds that it violates statewide planning goals and that a participating member of the Commission had a conflict of interest?

Brief Answer:

The Grant County Planning Commission's order may be reversed on the grounds that it violates both Goals 5 and 6 of the statewide planning goals. Although the Commission found Goal 5 to be applicable, it identified the mineral resources of the site to be most significant without considering other conflicting uses. In the face of unrebutted evidence of numerous violations of state environmental quality regulations, the Commission erroneously concluded that Goal 6 had been complied with. Commission member Terry Lyons violated ORS 215.035, which deals with conflicts of interest, by his participation in the proceedings.

Facts:

On 22 June 1982 the Grant County Planning Commission issued conditional use permit No. 82-6, allowing a gravel quarry project to be operated on a seven-acre site adjacent to Highway 26 east of John Day (tax lot 104, section 14, T13 S., R32 E.). The order's findings and conclusions indicated that approval was limited to the duration of a specific state highway project in the immediate area. Approval was further conditioned upon compliance with all applicable state environmental standards and regulations and upon full reclamation of the site following completion of operations. On 8 March 1983, the State Department of Geology and Mineral Industries issued a notice of violation to the site operator. A staff report submitted to the Commission on 24 May 1983 indicated that in areas of the site where work had been completed no re-vegetation was apparent.

On 5 May 1983, a request for a permit reclassification from temporary to permanent was submitted to the Commission. On 22 June 1983, after a public hearing, the Commission ordered the reclassification, adopting the findings and conclusions of the original conditional use permit by reference.

Analysis:

Oregon's appellate courts and the Land Use Board of Appeals (LUBA) have repeatedly held that it is the responsibility of the local jurisdiction prior to acknowledgment of its comprehensive plan by the Land Conservation and Development Commission (LCDC) to apply the statewide goals to any land use decision it makes. See SEPA v. Washington County, 4 Or LUBA 236 (1981). A review of the record reveals that the Grant County Planning Commission, acting in the absence of an acknowledged plan, failed to properly address the statewide goals in their reclassification of conditional use permit No. 82-6.

Statewide Goal 6 states:

> GOAL: to maintain and improve the quality of the air, water and land resources of the state.
>
> All waste and process discharges from future developments shall not threaten to violate or violate applicable state or federal environmental quality statutes, rules and standards, with respect to the air, water and land resources of the applicable air sheds and river basins described or included in state environmental quality statutes, rule and standards.

The Grant County Planning Commission's findings, which simply state that Goal 6 was applicable, are not adequate in that they fail to address unrebutted evidence of several violations of state environmental quality regulations occurring at the quarry site. At the time the order was granted, the Commission had received a notice of violation issued by the Department of Geology and Mineral Industries which cited several deviations from the original application and reclamation plan. The Commission had also received a planning staff report which indicated that in areas of the site where work had been completed, no revegetation was apparent. (See also photographs #1-2, in Appendix.) In addition, during the public hearing, the Commission had received testimony concerning the discharge of dust and particulate matter from the quarry site, a possible violation of Department of Environmental Quality standards which prohibit air contaminant discharges affecting neighboring property. The Commission erred in ignoring this unrebutted evidence of Goal 6 violations. According to Westerberg v. Linn County, 7 Or LUBA 7

(1982), a general governing body which receives sufficient evidence to raise a Goal 6 issue must then make findings relating to that goal. Such findings are adequate only if they answer the evidence and arguments presented to the decisionmaking body. Moore v. Clackamas County, 7 Or LUBA 106 (1976); Gruber v. Lincoln County, 2 Or LUBA 180 (1981); Lee v. City of Portland, 3 Or LUBA 31 (1981).

The Grant County Planning Commission's conclusion that compliance with Goal 6 can be assured by the required compliance with all applicable resource quality regulations of the appropriate state agencies is a serious misrepresentation of Oregon case law. As was noted above, the County has the responsibility to apply statewide goals when granting permit applications. The members of the Commission have an independent responsibility to determine the facts and to apply the standards entrusted to them. SEPA v. Washington County, 4 Or LUBA 236 (1981); Marbet v. PGE, 277 Or 447, 561 P2d 154 (1977). The Commission cannot simply pass this responsibility onto various state agencies and assume that they will see to it that statewide goals are correctly applied. At a minimum, the Commission must make findings that all state environmental quality regulations have been complied with.

There is a good reason to believe that there are violations of state environmental quality regulations in addition to the violations of ODGAMI reclamation standards and DEQ air discharge standards noted above. The close proximity of the mining operation at Pine Creek raises the possibility that a Department of State Land permit is required.[1] The Commission did not inquire into the necessity of such a permit. There is also a possible violation of DEQ water discharge standards which prohibit discharges that increase water turbidity levels. The presence of barrels leaking a tarlike substance into the creek (see photograph 3, in Appendix) is a probably violation of DEQ water discharge standards. Finally, the diversion of Pine Creek through a drain pipe (see photograph 4, in Appendix) may be so disruptive to fish habitat and migration as to constitute a violation of Department of Fish and Wildlife regulations.[2] The Grant County Planning Commission should have determined whether violations of state regulations were in fact occurring at the quarry.

---

[1]A Department of State Lands permit is required for any mining operation which removes more than 50 cubic yards of material from a stream bed per year. It is not clear whether the Department of State Lands has issued a permit for the subject operation.

[2]Department of Fish and Wildlife standards for protecting fish migration would be incorporated into permits issued by the Department of State Lands.

Goal 5:

The Grant County Planning Commission failed to comply with Goal 5 and its implementing rules. Goal 5 identifies twelve types of resources which must be inventoried by a local planning commission before a given land use decision may be made. The subject property of the conditional use permit contained four Goal 5 resources: land needed or desirable for open space; mineral and aggregate resources; outstanding scenic views and sites; and fish and wildlife areas. The Grant County Planning Commission failed to identify all of the Goal 5 interests. Instead, in its conclusions of law, the Commission merely identifies gravel as a "key resource." There is no indication that the Commission inventoried the resources on the subject property in the manner required by Goal 5.

The Grant County Planning Commission also failed to adequately identify conflicting interests. According to OAR 660-16-000(2):

> It is the responsiblity of local government to identify conflicts with the inventoried Goal 5 resource sites. This is done primarily by examining the uses allowed in broad zoning districts established by jurisdiction (eg., forest and agricultural zones). A conflicting use is one which, if allowed, could negatively impact a Goal 5 resource site.

Although the conflicts existing on the subject property are between several Goal 5 uses rather than between a Goal 5 use and a "conflicting use," a reasonable interpretation of Goal 5 and OAR 660-16-000 (2) would still require local governments to identify the conflicting interests. This interpretation has been adopted by the Land Use Board of Appeals and LCDC in Olson et al v. Columbia County et al, 7 Or LUBA ___ (LUBA 83-012, 83-015, amended and adopted by LCDC 7 June 1983). The Grant County Planning Commission failed to identify the conflicts between the mineral resource interests and the open space, scenic view and fish and wildlife interests.

The Grant County Commission erred in making no attempt to balance conflicting uses. Goal 5 provides that:

> Where conflicting uses have been identified, the economic, social, environmental and energy consequences of the conflicting uses shall be determined and programs developed to achieve the goal.

The local commission must employ a balancing process which considers all of the above consequences before it can decide whether or

not a particular use should be allowed. Coats v. Deschutes County, 3 Or LUBA 69 (1981). This balancing requirement is also set forth in OAR 660-16-000(3)(a-c), which gives the planning commission the option to either protect the resource site and prohibit all conflicting uses, allow the conflicting uses fully or limit the conflicting uses. The decision must be made only after proper balancing and analysis of conflicting uses.

There is no indication that the Grant County Planning Commission employed the type of balancing process required under Goal 5. In fact, the only reference to Goal 5 in the decision and order is the identification of the gravel site as a "key resource."

Once the permit was granted, the Commission was under an obligation to explain how the permit complied with Goal 5. Gearheart v. Klamath County, 7 Or LUBA 27, 34 (1983). The Commission's brief discussion of Goal 5 in the order clearly fails to satisfy this requirement.

The Grant County Commission also ignored its own comprehensive plan which was adopted by the County and submitted to LCDC in May 1983. Two of the Goal 5 policies in the plan are to protect fish and game resources and to minimize the fish and wildlife damage due to construction activities. The mining operations on the subject property, however, may have a serious effect on Pine Creek as a fish resource. (See photograph # 5, in Appendix.)

Conflict of Interest:

Under ORS 215.035 a planning commission member shall not participate in any commission proceeding or action in which he has a direct financial interest. Commission member Terry Lyons had a direct financial interest in the proceedings by serving as the agent of Richard Ray, the owner of the property, before the Commission. Lyons represented Ray during the application hearings for both the temporary and permanent use permits as well as the land partition.

Lyons actively participated in the proceedings by serving as Ray's agent before the Commission and offering proponent testimony at both the May 24 and June 14 hearings. This is a violation of ORS 215.035.

Lyon's declaration of conflict of interest and abstention from voting were not sufficient to effectively remove him from the proceedings. It is unlikely that a planning commission member would not be influenced by a fellow commission member testifying before the commission as the agent of an interested party. Lyons participated directly in the Commission proceedings. Lyons should have

removed himself from participation and thereby complied with ORS 215.035 by leaving the room during all Commission proceedings involving the granting of the permit.

Conclusions:

The Planning Commission failed either to inventory the conflicting Goal 5 resources or to carry out the balancing of the competing uses as required by the Goal and the Administrative Rule. The 1983 Comprehensive Plan policies indicate the County does not wish to destroy the fish resources of Pine Creek but rather to protect them, yet its decision in this case is inconsistent with its action in approving the permanent conditional use permit. The failure to inventory or to balance the conflicting Goal 5 resources each violate Goal 5 and require the County Court to reverse the decision.

The Grant County Planning Commission's permit reclassification order is invalid under statewide planning Goal 6 because the Commission failed to independently find that the quarry operations comply with all standards and permit requirements set forth by the Department of Environmental Quality, Oregon Department of Fish and Wildlife, Oregon Department of Geology and Mineral Industries, Division of State Lands and Department of Water Resources. The Commission also erred in failing to respond to unrebutted evidence of violations of state environmental quality regulations. Specifically, the Commission erred in not making findings based upon substantial evidence in the record that (1) all of the conditions giving rise to the ODGAMI notice of violation had been cured; (2) that the dust emanating from the quarry site did not violate DEQ standards; and (3) all other conditions imposed by DSL in the permit to protect, including those to protect fish habitat and water quality, had been and were being satisfied. For these reasons Goal 6 was violated and the Planning Commission's decision should be reversed.

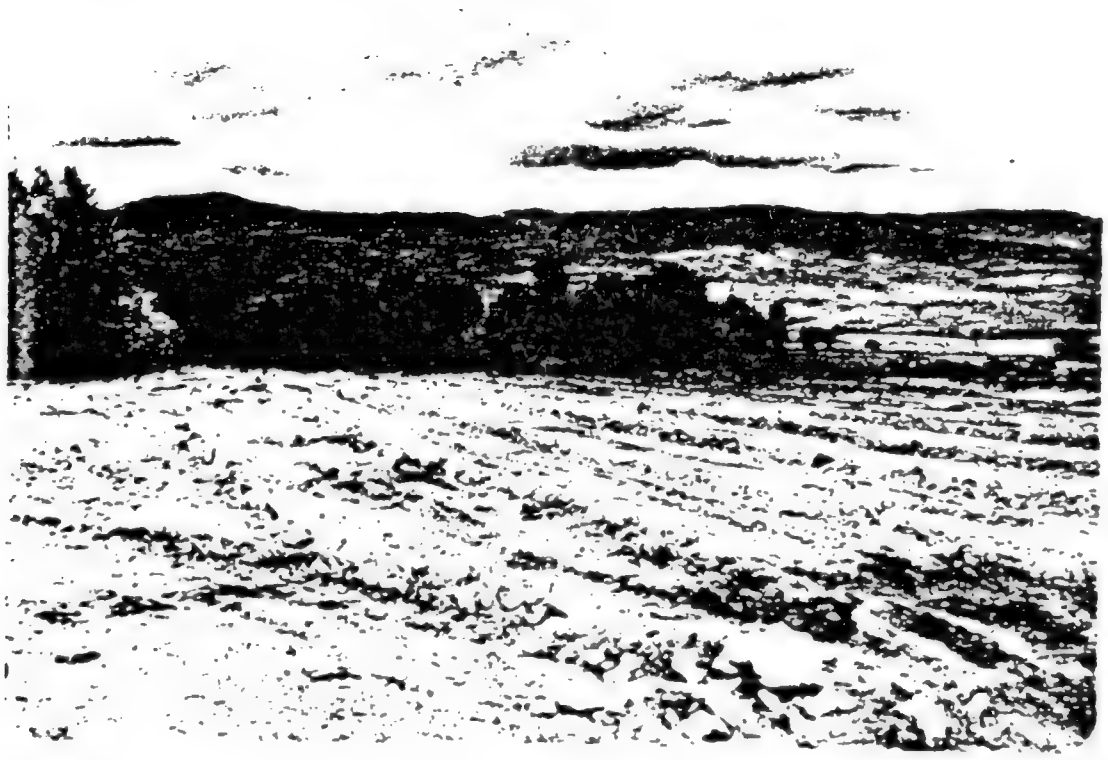
Mr. Lyons' participation in the Planning Commission proceeding violated ORS 215.035 and is grounds for reversal by the County Court.

EH/PE:yc

APPENDIX

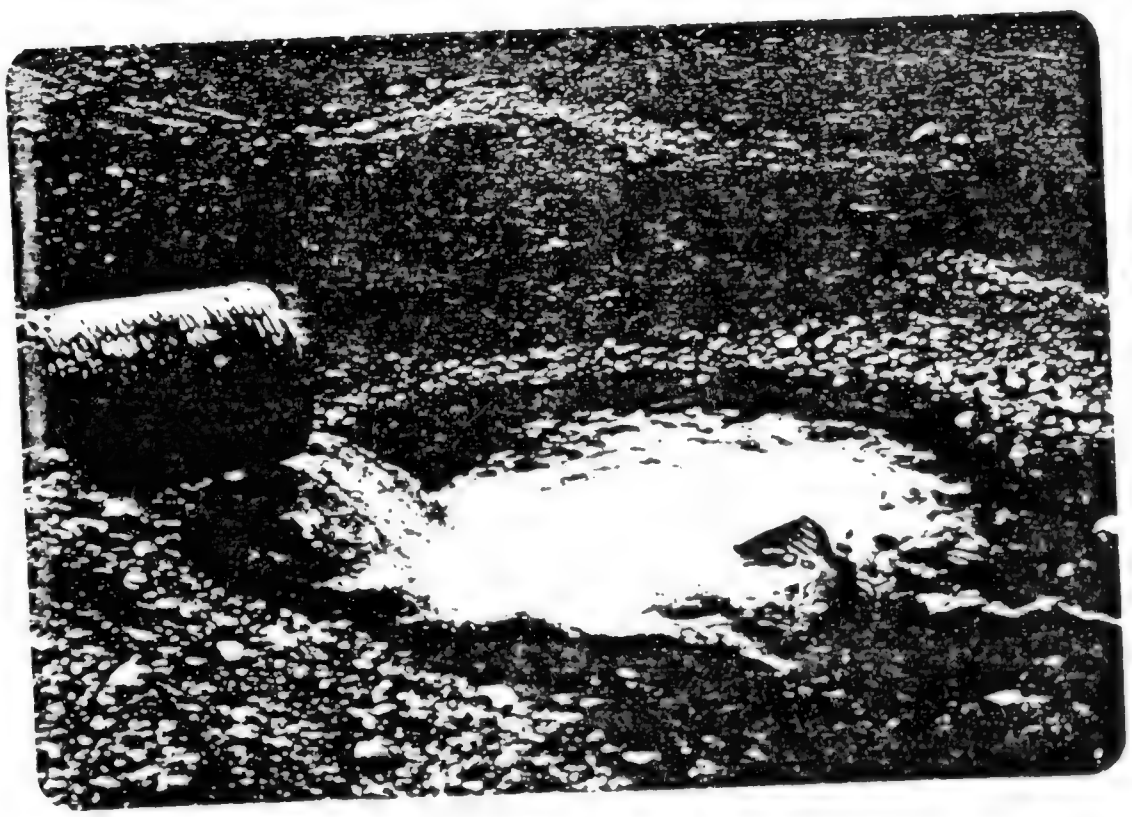
These photos were taken by 1000 Friends Staff Attorney Robert Liberty from Highway 26 on Sunday, 19 June 1983.

#1

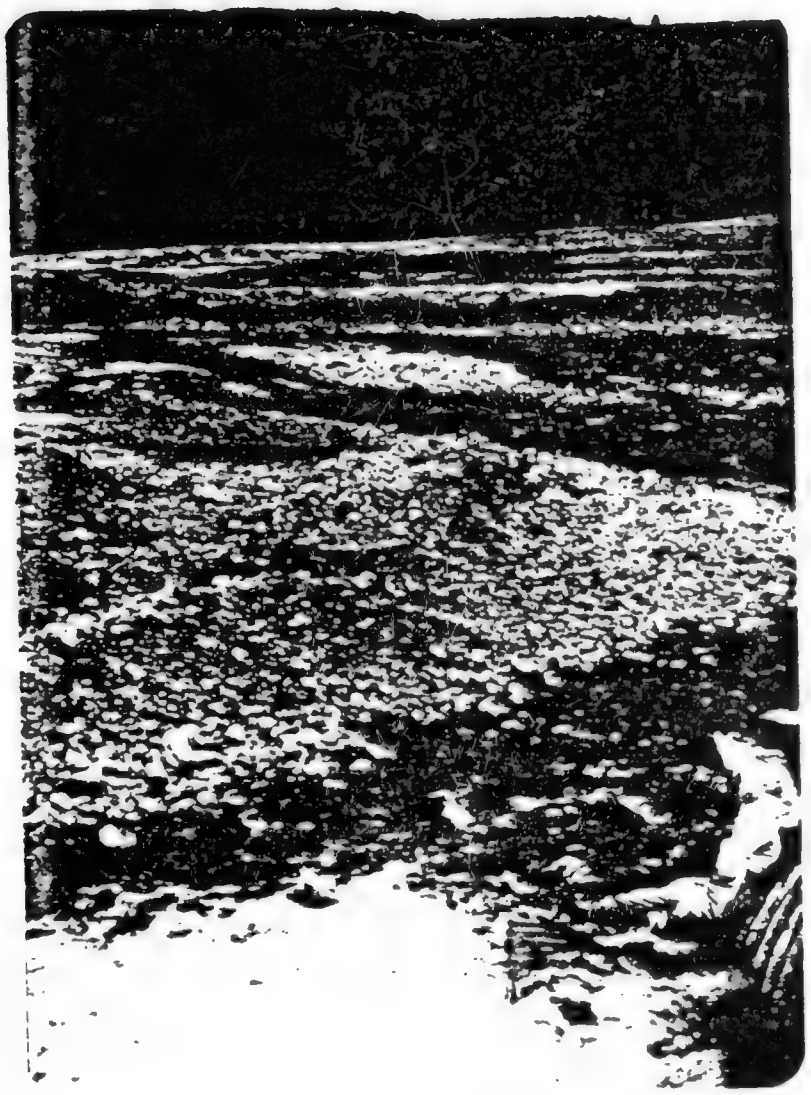


#2

#3



#4



#5

#6

VICTOR ATIYEH
GOVERNOR

Department of Transportation

STATE HIGHWAY DIVISION

IN REPLY REFER TO
FILE NO.

DATE: August 4, 1983

TO: Oregon Transportation Commission

CON

AGENDA
OCT 16 1983
ITEM D

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
John Day-Prairie City Section
John Day Highway, Grant County
Contract No. 9474

This federal-aid grading and paving work is nearing completion and it is apparent that the final cost will exceed the adjusted project authorization by $220,000 or 7.6 percent. This is the second request for additional funds on this project. The earlier increase was based on the use of aggregate of a higher specific gravity than was anticipated.

When work started this spring on preparation of the existing roadway for placement of subsequent courses, it became evident that additional quantities of subbase and base materials would be required in order to establish the proper crown and superelevation and to raise shoulders which had settled throughout the project. This work added more than $209,000 to the cost of the project.

Flood irrigation by ranchers in the project area has allowed overflow to collect in highway drainage ditches. This practice, together with the presence of some springs throughout the project, had kept the subgrade saturated. Adjustment of the irrigation facilities and installation of subgrade drainage facilities to provide a stronger subgrade added more than $72,000 to the cost of the project.

There are sufficient funds available in the category of work and all the increase is eligible for federal participation.

I recommend that the authorization be increased by $220,000 to a new total of $3,114,223. This matter will be on the consent calendar for the August meeting.

HHP:mk st

bc Fred D. Miller
R. W. Gormsen
C. T. Keasey
V. E. Skoog
R. D. Hector
George Bell

STATE OF OREGON
Highway Construction

INTEROFFICE MEMO
378-6318 FILE: CON 5

TO: W. E. Schwartz, P.E., P.L.S.
Ass't. State Highway Engineer

DATE: August 2, 1983

FROM: O. B. Jackmond
O. B. Jackmond, P.E., P.L.S.
Contract Administration Engineer

SUBJECT: Request for Increase in Project Authorization
John Day-Prairie City Section
John Day Highway, Grant County
Contract No. 9474

NOTED
H.S.COULTER

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There are sufficient funds available in the category of work and all the increase is eligible for federal participation.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $220,000.00. Also attached is a copy of the Expected Overrun of Project Authorization form.

OBJ:HHP:mk

Attach.

cc: R. D. Hector
J. A. Schlieski
R. D. Church
D. E. Swan

81-125-1387

r11

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

1. FEDERAL-AID PROJECT NO.
FR-F-88-2(9)

2. STATE PROJECT NO.
See below

LETTER OF APPROVAL AND/OR AUTHORIZATION

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO.
20060

2A. COUNTY NAME
Grant

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
7/18/83	Primary 88	Primary 5

10. GENERAL LOCATION:
John Day - Prairie City

11. GENERAL DESCRIPTION OF WORK
Program change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☒ OTHER *(Specify)* Program change

13. REMARKS

As requested by Mr. Potter's letter of 7/11/83 I approve the program change as follows:

1) Project No. --- change to FR-F-88-2(9).
2) Financing ---

Appn Code	Total Cost	Federal Funds
110	$ 2,673,431.00	$ 2,357,431.00
010	492,569.00	434,347.00
Total	$ 3,166,000.00	$ 2,791,778.00

RECEIVED
STATE HWY ENGR
JUL 22 '83
REFER TO
Potter
FOR
Info | Invest | R/D | D/R | Sign | Act | File

Dingle
7/22

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
7/18/83	D. K. Hoosner	for Division Administrator

FORM PR-1240 (Rev. 12-73) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

PRO 6-2

Date: July 11, 1983

To: Dale E. Wilken
Division Administrator
Federal Highway Administration
ORIGINAL SIGNED BY
GARY A. POTTER

From: Gary A. Potter, Manager
Program Section

Subject: Minor Program Change
Project No. FR-88-2(9)
John Day-Prairie City
John Day County

I request your approval of a minor program change to joint finance the subject project utilizing consolidated primary funds (Appn Code 010) to supplement consolidated primary resurfacing (Appn Code 110) funds to cover the estimated overrun in construction costs, as indicated on the attached revised project agreement.

This change will require the following revisions in project numbering and financing:

1) Project No. --- change to FR-F-88-2(9).
2) Financing ---

Appn Code	Total Cost	Federal Funds
110	$ 2,673,431.00	$ 2,357,431.00
010	492,569.00	434,347.00
Total	$ 3,166,000.00	$ 2,791,778.00

RHZ:bks
Attachment

cc: R. Hacek
S. Williams (FHWA)
General Files

Form 734-3122

VICTOR ATIYEH
GOVERNOR

Department of Transportation
STATE HIGHWAY DIVISION

IN REPLY REFER TO
FILE NO.:

REGION 5 OFFICE

P. O. Box 850 La Grande, Oregon 97850 Telephone 963-3177

February 14, 1983

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
FEB 16 '83
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

Mr. Donald L. Strong
Chairman, Transportation Subcommittee
Grant County Economic Development Committee
P. O. Box 565
Prairie City, Oregon 97869

Dear Mr. Strong:

Thank you for your letter concerning highway matters as they affect Grant County. The Department of Transportation is now beginning their biennial update of their Six Year Highway Improvement Program. This fall the Transportation Commission will conduct public meetings at various locations to accept public testimony concerning the program. After the meetings, the Commission will adopt an updated Six Year Program for 1984 to 1989. I will see to it that you are provided with a copy of the preliminary program and of the time and place of the public meetings. I do encourage the Grant County Transportation Subcommittee to attend and participate in that meeting.

I have asked for investigations of your suggestions concerning the John Day to Prairie City section which is now under contract. The other matters should be brought to the attention of the Transportation Commission at the Six Year Plan meetings.

Thank you for taking the time to write; I value your comments.

Sincerely,

R. D. Hector
Region Engineer

RDH/vt
cc: The Hon. Irene Allen
W. E. Schwartz
J. A. Schlieski

Form 734-3123

PLA-15-1-1

X

☐ RE ☐ RCE ☐ RME ☐ ROE

☐ RFA FEB 0 8 1983 ☐

RECEIVED
REGION 5 OFFICE

Robert D. Hector
Regional Engineer
Oregon State Highway Division
P.O. Box 850
La Grande, OR 97850

February 3, 1983

Dear Mr. Hector:

I am concerned about the highway system linking the Upper John Day Valley in Grant County with the rest of the State of Oregon. I understand that the construction and betterment program for the next six years is being formulated at this time and I would like to make some suggestions that I believe would be of benefit to the residents of this area of Grant County.

The first priority for reconstruction and betterment would be the section of Highway US 26 from Mitchell east to the summit of the divide. This is the section from approximately Milepost 66 to Milepost 73. I realize that this project is in the Bend Regional Area Engineer's area of responsibility but mention this to you because all of the traffic from John Day and the Upper Valley must negotiate this extremely crooked stretch of road whenever they travel to Bend. Needless to say there is a lot of traffic from this valley to Bend for medical treatment as well as for shopping at some of the larger stores in the Bend, Redmond, Prineville area of Central Oregon. Improvement of this stretch of US 26 would be very beneficial to this traffic and would be greatly appreciated by those making this trip.

The next priority for reconstruction and betterment would be the section of US 26 from Picture Gorge to Rock Creek and on up Mountain Creek to Antone Flat, from approximately Milepost 98 to Milepost 80. This is another extremely crooked and hazardous section which if reconstructed or realigned and resurfaced would greatly improve the access to and from Grant County from the west.

The next priority is something that has been with us for a long time but the widening and surfacing of US 26 between Prairie City and John Day has resulted in making the potential even more obvious than it has been in the past. There are two concrete bridges, one across the John Day River and one across Pine Creek in the vicinity of Milepost 170 or 171, that are not being widened on this project. They are less than 600 feet apart and have been the scenes of some serious accidents in the past. The narrowing of the roadway through this section of the project appears to me to be preparing a perfect place for more serious accidents to happen. I believe that we are creating a trap that is going to get some of our citizens seriously injured or killed and recommend that serious thought be given to including the widening of these two structures in reconstruction and betterment program as soon as possible.

The next priority that I have came from a review of the plans for the widening project of US 26 between Prairie City and John Day. My review of the Project Plan indicates that a guard rail will be constructed on the West side of Hall Hill but none is indicated on the East side. The side slopes on the East side are nearly as steep as on the West side and in my opinion there needs to be somewhere between 600' or 1,000' of guard rail constructed on the East side. This section of the project is somewhere between mileposts 172 and 173 I believe.

Inclusion of these items in your Reconstruction and Betterment Plans is requested and recommended.

Sincerely,

Donald L. Strong

DONALD L. STRONG
Chairman, Transportation Subcommittee
Grant County Economic Development Committee

1117

E

DATE: February 3, 1983

TO: Oregon Transportation Commission

CON

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
John Day-Prairie City Section
John Day Highway, Grant County
Contract No. 9474

This grading and paving project is 43 percent completed as of December 31, 1982, and it now appears that the final cost will exceed the project authorization by $213,219.75 or 7.95 percent.

The overrun is due to the fact that the aggregate used in the construction of the base was much heavier than was anticipated when the job was planned. The specific gravity used in planning the project was 2.55, and the specific gravity of the material used in constructing the job is 2.95, thus requiring considerably more tons of material to obtain the required depth.

There are sufficient funds available in the category of work and all the increase is eligible for federal participation.

I recommend that the authorization be increased by $213,219.75 to a new total of $2,894,223.00. This matter will be on the consent calendar for the February meeting.

OBJ:mk st

bc Fred D. Miller
R. W. Gormsen
C. T. Keasey
V. E. Skoog
R. D. Hector
George Bell

9474

STATE OF OREGON
Highway Construction

INTEROFFICE MEMO
378-6318
FILE: CON 5

TO: W. E. Schwartz, P.E., P.L.S.
Ass't. State Highway Engineer

DATE: January 28, 1983

FROM: O. B. Jackmond, P.E., P.L.S.
Contract Administration Engineer

NOTED
W. E. SCHWARTZ

SUBJECT: Request for Increase in Project Authorization
John Day-Prairie City Section
John Day Highway, Grant County
Contract No. 9474

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The overrun is due to the fact that the aggregate used in the construction of the base was much heavier than was anticipated when the job was planned. The specific gravity used in planning the project was 2.55, and the specific gravity of the material used in constructing the job is 2.95, thus requiring considerably more tons of material to obtain the required depth.

There are sufficient funds available in the category of work and all the increase is eligible for federal participation. PCRB approval is not required.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $213,219.75. Also attached is a copy of the Expected Overrun of Project Authorization form.

OBJ:HHP:mk

Attach.

cc: R. D. Hector
J. Schlieski
R. D. Church
D. E. Swan

81-125-1387

'nig cc: OSHD (Coulter)

STATE COPY

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINSTRATION

INITIAL REPORT

REGION NO.	REPORT NO.	COUNTY	DIVISION
10	1	Grant	Oregon
DATE OF INSPECTION	**INSPECTION MADE BY**		**PROJECT NO.**
11-18-82	David B. Carter, Area Engr		FR-88-2(9)

IN COMPANY WITH FHWA: J. Schlieski, Project Manager, OSHD; Mike Herron, Hwy Engr Trainee

LOCATION: Beginning in the city of John Day and extending easterly approximately 13.31 miles to the city of Prairie City in Grant County, Oregon.

CONTRACTOR NAME AND ADDRESS: R. L. Coats, 63285 Skyline Ranch Road, Bend, Oregon 97709

AWARD DATE	CONTRACT AMOUNT	TIME ALLOWED	TIME STARTED	WORK STARTED
5-19-82	$2,278,814.00	400 CWD	6-3-82	7-26-82
QUALITY OF WORK	**PROGRESS OF WORK**	**TIME ELAPSED**	**WORK COMPLETED**	
Satisfactory	Satisfactory	41	38	

REMARKS

JOHN DAY - PRAIRIE CITY SECTION
JOHN DAY HIGHWAY
Grading & Paving

NOTED
W. E. SCHWARTZ

This 13.31 mile project provides for the resurfacing of the highway through the city of John Day and for the widening and paving of the highway between John Day and Prairie City.

RECEIVED
STATE HWY ENGR
DEC 20 '82
REFER TO
FOR
Info | Init. | R/D | Sig. | Act | File

WORK COMPLETED:

Grading Items	90%
Base	39%
Material Produced	48%

WORK IN PROGRESS:

Working on RCBC extensions and crushing aggregate subbase material. Excavating existing shoulders and placing subbase material near the east end of the project.

COMMENTS:

The contractor will complete the grading and subbase widening portion of the work this year and will shut down operations until next spring.

(more)

Form FHWA-1446 (12-73) Formerly PR-33 A — Previous Editions of PR-33A will Not Be Used.

The contractor has requested and has received approval to revise the structural section for this project. Price Agreement No. 4 documents the change. My memorandum of October 28, 1982 outlines the details of the change and the benefits to be derived as a result of the change. The change is considered to provide an equivalent section to the section shown in the plans.

Price Agreements Nos. 5 and 7 which provide for scarifying the existing pavement and placing a prime on the revised base course, respectively, are also part of the work required as a result of the revised typical section.

Surfacing quantities (tons) will be considerably more than had been estimated because of the large increase in the specific gravity over what had been used for estimating purposes. A specific gravity of 2.55 was used in the estimate, while the specific gravity of the materials being used is 2.96. Mr. Schlieski indicated the laboratory had furnished the 2.55 figure based on a previous project which had used materials imported from another area. The materials being used are John Day River gravels from the project area. A prospective materials source near the east end of the project is also located in John Day River gravels. Use of a specific gravity obtained from the prospective source materials would have provided a closer approximation of the specific gravity actually encountered in the work.

--- DBC ---

5

STATE OF OREGON

INTEROFFICE MEMO

TO Memo to the Files

DATE: November 5, 1982

FROM John T. Scofield
Surfacing Design Engineer

SUBJECT Revision in Surfacing Design
John Day - Prairie City Section
John Day Highway #5

Verstoeg ✓
Anderson
Adams
Terpin
Trost
Weakley

RECEIVED
NOV 05 1982
ROAD DESIGN SECTION

Do Not File ☐
Return To.
Bring Up / /
Action

In late September Joe Schlieski and Bob Hector both called me and asked that I review the project surfacing design, to consider a major revision requested by R. L. Coats, the project contractor. His request was to eliminate the Cement Treated Existing Roadway Material for widening, and A.C. Overlay; and to substitue a design similar to the one used on the Beede Reservoir - Drinkwater Pass Project.

The revision will require that the existing pavement (21' wide) be scarified, aggregate base placed over it to compensate for lost strength, and then pave with 3½ inches of A.C. For widening the existing shoulder material will be removed and replaced with Crushed Aggregate Subbase.

The resulting section will be much more uniform. It was agreed that the revised section could not cost any more than the original contract design.

On October 18th and 19th I went over the project with Joe Schlieski, to determine the thickness of aggregate base that would be required to compensate for loss of strength from scarifying the existing pavement. The existing pavement requires a 2½ inch overlay for a ten-year period. The existing A.C. surfacing has extensive alligator cracking in the wheelpaths throughout the entire length of the project. From the project overlay requirement and the condition of the existing pavement, I estimate that 6 inches of CBE will be lost, due to scarifying the pavement. This will be replaced by placing 6 inches of aggregate base over the scarified pavement, and increasing the A.C. from 2½ inches to a 3½ inch thickness. The 6 inch thickness of aggregate base is the minimum thickness needed to work over the scarified A.C. There will be pieces of A.C. up to 12 inches in size. This is based on using the specification that was in the Beede Reservoir Project. The 3½ inch thickness of A.C. is the minimum thickness over aggregate base, for this traffic coefficient.

For the widening we need a minimum CBE of 24 inches. This is based on the ten-year traffic coefficient and a soil "R" value of 9. The subgrade soils are not very good. The section for the widening will be 3½ inches of A.C., 6 inches of Aggregate Leveling and 11 inches of Crusher Run Aggregate Base. The Crusher Run Base will have a maximum size of 2 inches, and will contain adequate fracture to insure good stability. There is a substantial percentage of 4 inch plus rock in the source, which will fracture to meet the 2 inch top size.

In determining the cost of the project as set up in the contract, approximately $190,000 was added, due to an anticipated overrun in the bid items for A.C. Paving and Aggregate Shoulder Material. This overrun is based on the specific gravity of the aggregates in the contractor's source being approximately 2.95. The specific gravity used to establish the contract quantities was 2.55. The S.G. of 2.55 provided by the materials section was based on material coming from Baker Redi-Mix. This was the source for recent projects in the John Day area.

The specific gravity of the material tested from the prospective material source shown on the contract plans was 2.65. The prospective source is at Prairie City, and consists of dredge tailing of John Day River Gravels. The private source, being used by the contractor is also John Day River Gravels, located about five miles down stream from our source. Apparently the Materials Section was not aware of the prospective source for this project.

The proposed revision, if approved, should result in a project with more uniformity in the base, and possibly a better ride quality. I understand that R. L. Coats has cut his costs for the materials involved, so that it can be done at essentially the same cost. I have not seen the actual final cost estimate for the revised section.

JTS:tb

cc: J. H. Versteeg
Frank Terpin
Duane Christensen
Region 5
Project Manager

Form 81-734-3208

OREGON STATE HIGHWAY DIVISION

1-P

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name John Day - Prairie City Date July 20, 19 82

Highway John Day Contract No. 9474

County Grant Prefix 12-1059

Contractor R. L. Coats F. A. Project No. FR-88-~~(9)~~ 2(9)

Address P. O. Box 1008; Bend, Oregon 97709 Order No. 1

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Corrective work on RCBC deficiencies throughout the project as directed by the engineer.

Location by station numbers:

Throughout the project.

Estimate of quantities and cost:

Total estimated cost = $5,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

On some of the existing RCBCs to be extended there is a considerable amount of deterioration of the concrete walls and bottom slab. Under the contract there is no way to pay for the necessary additional wall removal or cleanup of the bottom slab, etc. Portions of this work where applicable will be completed under the respective bid items.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After final approval of the order, the Salem office will send one copy to the contractor, one to the Regional Engineer and one to the Resident Engineer.

Project authorization	$2,681,003.25
Present estimate of project costs, including $5,000.00 for work under this order	$2,681,003.25
Expected under-run / over-run amount	$ 0
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: Joseph A. Schlieski Resident Engineer

Approval Recommended: For: Construction Engineer or Bridge Engineer

Approval Recommended: Regional Engineer

Approved Duane A. Christensen Construction Engineer

7/26/82

SP[illegible]-734

OS 7-27-82

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

4-21-82

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: FR-88-2(9)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 20060

2A. COUNTY NAME: Grant

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 4/21/82

8. FEDERAL ROUTE NUMBER: Primary 88

9. STATE ROUTE NUMBER: Primary 5

10. GENERAL LOCATION:

John Day - Prairie City

11. GENERAL DESCRIPTION OF WORK

High type pavement overlay

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- [ ] PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- [ ] PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- [ ] ACQUISITION OF RIGHT-OF-WAY
- [XX] CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- [ ] CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [XX] OTHER *(Specify)*

Permanent Signing S.F. $10,000
Permanent Pavement Striping S.F. $9,000
Asphalt Cement Adjustment $83,000
on the job training $800

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate.

Mr. Swan's 4/16/82 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $3,110,420 Federal Funds $2,742,768.

A signed copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
APR 27 '82
REFER TO
FOR

Info	Inves	R/O	D/R	Sign	Act	File

Orig to 4/27/82

14. DATE: 4/21/82

15. SIGNATURE OF APPROVING OFFICIAL: G. K. Hansen

16. TITLE: for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No

PRO 6-2

April 15, 1982

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: D.E. Swan, P.E.
Program Control Engineer

SUBJECT: Project Data Submission
Item No. 20060
Project No. FR-88-2(9)
John Day-Prairie City Section
Grant County

Attached support data consists of PR-1 form with project map for the subject project.

It is the Oregon State Highway Division's present intention to receive bids for this project on May 13, 1982.

JLG:bkc
Attachments

cc: R.D. Hector (Region 5)
General Files

Form 734-3122

9471

B/W 4/21/82
~~5/3/82~~ 5
~~5/15/82~~

April 13, 1982

DES 16

Brent Forsberg
Waterway Coordination
Environmental Management Section
Oregon Department of Fish and Wildlife
506 S. W. Mill Street
Portland, OR 97201

Dear Brent:

Re: John Day-Prairie City Section
John Day Highway
Grant County

This proposed highway improvement project will resurface and slightly widen the John Day Highway between John Day and Prairie City. The widening will entail the extension of a number of existing box culverts. In each case, the quantity of removal is less than 50 cubic yards; therefore, we do not plan to apply to the Division of State Lands for a permit. The streams involved may or may not support aquatic life. Since they are tributaries of the John Day River, we would appreciate your review and comment on any areas of concern.

Enclosed for your use is a set of our proposed plan with each proposed culvert extension "highlighted" in yellow on Plan Sheets 3, 3A, 4 and 4A.

Your early review and comments would be greatly appreciated so we can receive bids soon for a project for this summer's construction season.

Please call if you have any questions.

Very truly yours,

J. H. Versteeg
Road Design Engineer

By

Donald L. Trout
Final Project Coordinator

4/15/82
called -
Errol Claire
575-1167
Turbidity must be controlled -
Popular Trout fishing area.
Don Trout

DLT:ja

Enc.

9474

Hwy 5

ROAD DESIGN SECTION DES 16

L. L. Wallace
Assistant Bridge Engineer

March 26, 1982

Fred Eriksen
Fred Eriksen
Design Supervisor

John Day River-Prairie City Section
John Day Highway
Grant County
M.P. 161.78 to M.P. 175.08

Versteeg ✓
Anderson
Adams
Olson
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
MAR 29 1982
ROAD DESIGN SECTION

Do Not File
Return To
Bring Up
Action

This project consists of widening and overlay to a 32-foot top pavement width.

At the bridge locations, the existing roadway will be cement treated in place to a depth of 12 inches and have a 4-inch A.C. wearing surface and base. (The base design is attached.)

Due to the narrow bridges (26 feet) the pavement will have to be tapered to match the bridge widths. Please review and submit your recommendations for handling the overlay at the following structures:

Bridge No. 4303	M.P. 162.08	(2" O'lay Area)
" " 2463	M.P. 170.49	(2.5" O'lay Area)
" " 2464	M.P. 170.62	"
" " 2466	M.P. 174.96	"

Also, please furnish standard drawing numbers or special drawings for guardrail bridge connections.

This project is scheduled for May 12, ~~1983~~ 1982 bid letting. Please furnish us this information by April 1, 1982.

FE:ja

cc Bob Hector
Jerry Miller

5

LOCATION PROSPECTUS
OREGON DEPARTMENT OF TRANSPORTATION
LOCATION UNIT

NOTE: SHADED AREAS TO BE COMPLETED IN SALEM OFFICE

DATE: 9/14/81

PREFIX:

1 - IDENTIFICATION

PROJECT NAME: John Day-Prairie City

HIGHWAY NAME: John Day

HIGHWAY NUMBER: 5

REGION	ADMINISTRATIVE DISTRICT	COUNTY	CITY
5	14	Grant	John Day and Prairie City

LENGTH	MILEPOST NUMBER			
13.11	161.97	TO	175.08	[X] RURAL and [X] URBAN

LOCAL GOVERNMENT PROJECT? [ ] YES [X] NO

IF YES, UNIT OF GOVERNMENT:

TYPE OF FUNDS: [ ] FAI [X] FAP [ ] FAS [ ] STATE [ ] FAUS [ ] OTHER

METHOD OF CONSTRUCTION: [X] CONTRACT [ ] STATE FORCE [ ] OTHER

TYPE OF WORK: [ ] GRADING [X] PAVING [ ] STRUCTURE [ ] SIGN [ ] SIGNAL [ ] ILLUMINATION [ ] ROADSIDE IMPROVEMENT [ ] OTHER

PROJECT DESCRIPTION

Overlay this 13.11 mile section with four inches of A.C.

1 Verstoeg ✓
Anderson
2 Christensen
3 Olson
Sullivan
Tice
Woolley

RECEIVED
OCT 29 1981
ROAD DESIGN SECTION

Do Not File
Return To:
Bring By:
Action:

2 - TRAFFIC DATA

EXISTING AVERAGE DAILY TRAFFIC (YEAR-VOLUME)	PROJECTED AVERAGE DAILY TRAFFIC (YEAR-VOLUME)
1979 2400-1400	

LEVEL OF SERVICE	A	B	C	D	E	F
EXISTING	[ ]	[X]	[ ]	[ ]	[ ]	[ ]
PROPOSED	[ ]	[X]	[ ]	[ ]	[ ]	[ ]

DESIGN SPEED (MPH)	DESIGN STANDARDS	TRAFFIC ANALYSIS
55	AASHTO	[X] LIGHT [ ] MEDIUM [ ] HEAVY

APPROVED
Frank E. Caspier
Location Engineer
Date

FORM 734-1730 (12-78) Page 1

3 - FEATURES	EXISTING NUMBER AND WIDTH	PROPOSED NUMBER AND WIDTH
TRAVEL LANES	2-11'	2-11'
SHOULDERS	2-3 to 4'	2-4'
MEDIANS		— —
PARKING LANES		— —
SIDEWALKS		— —
BIKEWAYS		4' shoulder adequate.
INTERCHANGES		— —
OTHER:		

	YES	NO	MAYBE
Channelization	☐	☒	☐
Frontage Roads	☐	☒	☐
Traffic Signals	☐	☒	☐
Signing	☐	☐	☒
Illumination	☐	☒	☐
Structures	☐	☐	☒
Stage Construction	☐	☒	☐
Pedestrian Crossing	☐	☒	☐
Rest Area	☐	☒	☐
Truck Scale Site	☐	☒	☐
Landscaping	☐	☒	☐
Drainage	☐	☒	☐
River _____	☐	☒	☐
Stream _____	☐	☒	☐
Storm Sewer	☐	☒	☐
Sanitary Sewer	☐	☒	☐
Right of Way	☐	☒	☐
Simple Acquisition	☐	☒	☐
Complex Acquisition	☐	☒	☐
Relocations	☐	☒	☐

	YES	NO	MAYBE
Right of Way (cont.) Improvements	☐	☒	☐
Access Control	☐	☒	☐
Railroad Crossing	☐	☒	☐
At Grade	☐	☒	☐
Separated	☐	☒	☐
Railroad Encroachment	☐	☒	☐
Permits	☐	☐	☒
Conditional Use	☐	☐	☒
Flood Plain	☐	☒	☐
Irrigation District	☐	☒	☐
Water District	☐	☒	☐
Drainage District	☐	☒	☐
Div. of State Lands	☐	☒	☐
Dept. of Geology & Min. Ind.	☐	☐	☒
Corps of Engineers	☐	☒	☐
Coast Guard	☐	☒	☐
DEQ NPS Air Pollution	☐	☐	☒
DEQ NPS Water Pollution	☐	☒	☐
Building	☐	☒	☐
Fish & Wildlife Approval	☐	☒	☐

3 - FEATURES (cont.)

	YES	NO	MAYBE
Agreements (City-County Etc.)	☐	☒	☐
Environmental Assessment	☐	☒	☐
Statewide Assessment	☒	☐	☐
Negative Declaration	☐	☒	☐
Environmental Impact Statement	☐	☒	☐
4-F Statement	☐	☒	☐
Citizen Advisory Committee	☐	☒	☐
Public Hearing _____	☐	☒	☐
Borrow Source	☐	☒	☐
Material Source	☒	☐	☐
Utilities	☐	☒	☐

Type _____

	YES	NO	MAYBE
Hydraulics Study	☐	☒	☐
Soils Investigation	☒	☐	☐
Airport Clearance	☐	☒	☐
Economic Analysis	☐	☒	☐
Requires Field Survey	☒	☐	☐
Old Survey Available	☐	☒	☐
Requires Vicinity Map	☐	☒	☐
Requires Photogrammetry	☐	☒	☐
Requires Reconnaissance Survey	☐	☒	☐
Reconnaissance Available	☐	☒	☐
Design Review	☐	☒	☐

4 - WORK ITEMS

		TO BE PERFORMED BY APPLICANT	STATE	CONSULTANT
PRELIMINARY ENGINEERING		☐	☒	☐
RIGHT-OF-WAY	N/A	☐	☐	☐
CONSTRUCTION ENGINEERING		☐	☒	☐

5 - DURATION TIMES (MONTHS)

	FLOAT	ACTIVE
RECONNAISSANCE SURVEY		—
DRAFT ENVIRONMENTAL IMPACT STATEMENT		—
CORRIDOR APPROVAL		—
FIELD SURVEY	2,0	—
PRELIMINARY DESIGN		—
DESIGN APPROVAL/FINAL EIS		—
RIGHT-OF-WAY DESCRIPTIONS		—
RIGHT-OF-WAY ACQUISITION		—
P.S. & E. DOCUMENTS		4

RECOMMENDED CONSTRUCTION DATE: 1982 (Region) _____ (Salem)

6 - SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING
Class "B" A,C,		4" plus 1" patching

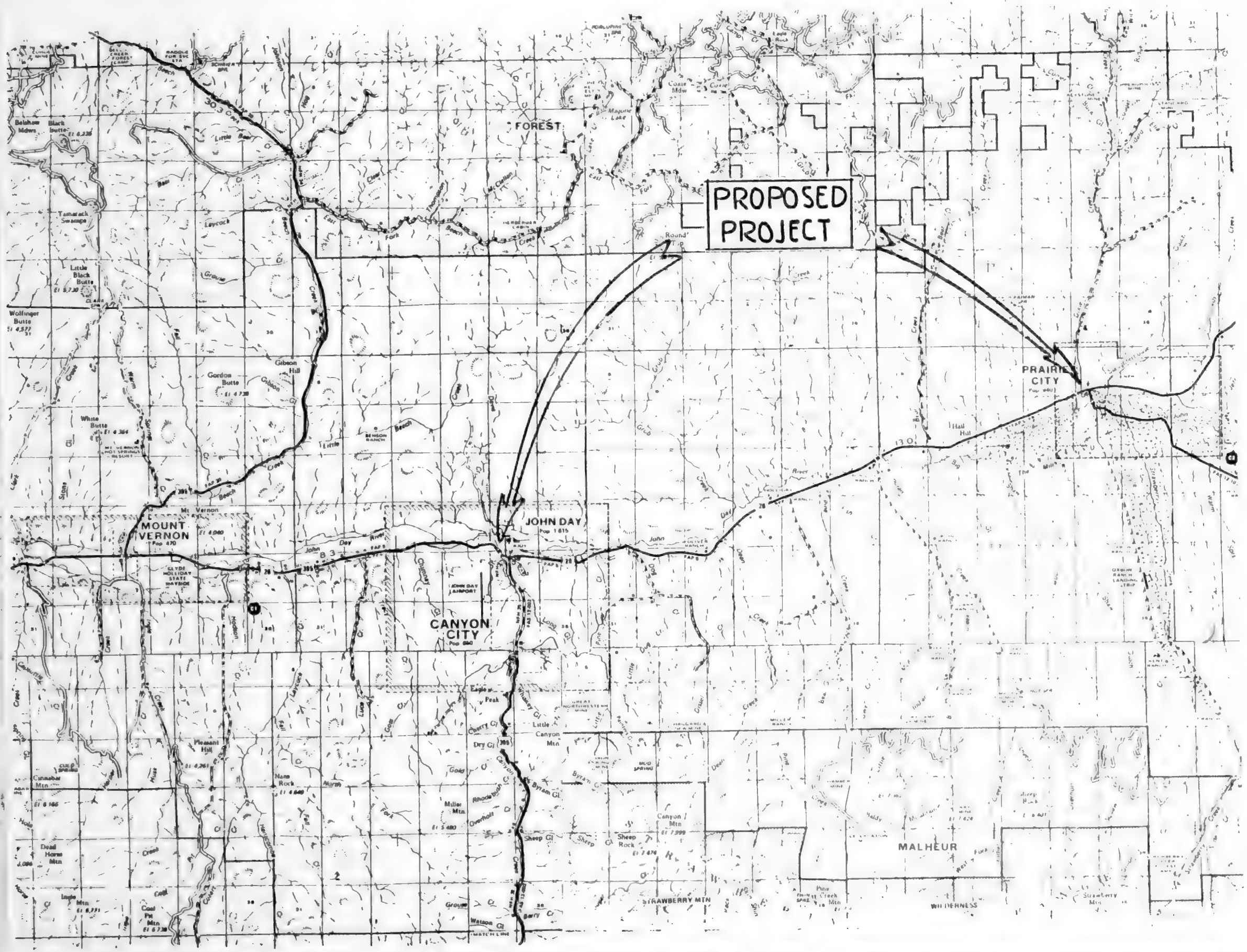
7 - TYPICAL SECTION AND LOCATION

Attach 8½ x 11 inch sheets for general location map and typical section (roadway & structure).

8 - PROJECT COST ESTIMATES

	REGION	SALEM
PRELIMINARY ENGINEERING	18,000	23.000
RIGHT OF WAY		
TRAFFIC CONTROL		100 000
ILLUMINATION		
STRUCTURES		
RAILROAD		
ROADWAY	2,040,000	
OTHER Striping	3,000	
ENGINEERING & CONTINGENCIES	443,000	
PROJECT TOTAL	2,504,000	2.609.000

SUBMITTED BY Bob Wallace


PROPOSED PROJECT
FOREST
PRAIRIE CITY
JOHN DAY
Pop 1615
MOUNT VERNON
Pop 470
CANYON CITY
Pop 660
MALHEUR
WILDERNESS
STRAWBERRY MTN
Belshaw Mdws
Black Butte
Tamarack Swamps
Little Black Butte
Wolfinger Butte
Gordon Butte
Gibeon Hill
White Butte
Pleasant Hill
Cinnabar Mtn
Dead Horse Mtn
Coal Pit Mtn
Nans Rock
Miller Mtn
Eagle Peak
Little Canyon Mtn
Canyon Mtn
Sheep Rock
Strawberry Mtn
Pine Forest Creek Mtn
Round Top
Hall Hill
Maguire Lake
Coxie Mdw
Laycock
Thompson
Johnson
Gibson
Overholt
Rhodesbush
Byram Gl
Sheep Gl
Dry Gl
Watson Gl
Cherry Gl
Whitney Gl
Long Gl
Pine
Deer
Little Deer
Crane
Hidaway
Haldy
Indian
Grouse
Hidden
Hudson
Lawrence
Cottonwood
Cherry
Dog
Gold
Alder
Hall
Trail
Rock
Peak
Creek
Fork
Spring
Basin
Ranch
Meadow
Mine
Trail
Hall
Hill
Mill
Flat
Butte
Mtn
Gl
Pine
Deer
Little

1982 Poterf Ck.-Poodle Ck. Sec. 9475
of the Florence-Eugene Hwy. west
of Noti. (Bikeway)

9475

January 12, 1983

The Travelers Indemnity Company
Surety Department
707 S.W. Washington Street
Portland, OR 97205

CON 5
#9475

Gentlemen or Ladies:

On December 28, 1982, we wrote to you concerning release of final payment on Contract No. 9475 awarded to Eugene Sand & Gravel, Inc., for a bikeway on the Poterf Creek-Poodle Creek Section of the Florence-Eugene Highway in Lane County.

Final payment on this contract is $5,004.74 and the total contract amount is $208,909.68. No work was performed under force account.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

dc

cc: Eugene Sand & Gravel, Inc.
P. O. Box 1067
Eugene, OR 97440

Corroon & Black of Oregon
P. O. Box 8699
Portland, OR 97207

bc: C. T. Keasey
Walt Hart
James Gix

9/15

FORM 81-734-3001

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: Poterf Creek - Poodle Creek		WEEK ENDING: October 9, 1982
		SECTION PREFIX: 820-1167
HIGHWAY: Florence-Eugene		COUNTY: Lane
NAME OF JOB: Poterf Creek - Poodle Creek	KIND OF WORK: Bikeway	
CONTRACTOR: Eugene Sand and Gravel	CONTRACT NUMBER: 9475	FEDERAL AID PROJECT NUMBER: N/A
DATE OF CONTRACT: May 19, 1982	DATE WORK STARTED: June 21, 1982	ESTIMATED COMPLETION DATE: Complete
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION	SPECIFIED WORK DAYS: 100	WORK DAYS USED: 82
	SPECIFIED CALENDAR DAYS	CALENDAR DAYS USED: 82
	SPECIFIED COMPLETION DATE	PERCENT OF TIME ELAPSED: 82
PROJECT AUTHORIZATION: $ 245,806.52		PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
EXCLUSIVE OF ENGINEERING: $ 226,315.25	ENGINEERING AUTHORIZATION: $ 19,491.27	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 94
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 211,904.94	ENGINEERING COST TO DATE: $ 19,900.00	DATE PROJECT WAS COMPLETED: 8-27-82
ESTIMATED PERCENT ~~OVERRUN~~ UNDERRUN: 6.4%	This Week: 300.00 PERCENT OF AUTHORIZATION: ~~102~~%	

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		
	100	100	100	100			

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	2.8	2.8		-	2.8
MILES PARTIALLY COMPLETED	2.8	2.8			2.8
MILES COMPLETED	2.8	2.8			2.8
TOTAL ESTIMATED QUANTITIES (CONTRACT)	1,800 CY	3,600 CY			3,500 CY
TOTAL QUANTITIES CORRECTED TO DATE	1,800 CY	3,800			3,690
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	1,800	3,800			3,690
AVERAGE DAILY QUANTITIES	0	0			0
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	0	0			0
NUMBER OF SHIFTS PER DAY	0	0			0
HOURS PER SHIFT	0	0			0

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				Contract Work Complete
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY				
SATURDAY				

K

RECEIVED

CONSTRUCTION SECTION

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
10-03-82 SUNDAY	Contract Work Complete 8-27-82
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Semifinal submitted 10-04-82

Third Notification Submitted 10-4-82

This will be the last report.

SIGNED Kenneth D. Greene LOCATION Eugene

D. W. Greene, Project Manager

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED SUBMIT 3 COPIES

SP*F216

STATE OF OREGON
HIGHWAY DIVISION - ODOT

INTEROFFICE MEMO
LOC 3

TO: FILE

DATE: May 7, 1982

FROM: for H. S. Coulter
State Highway Engineer

SUBJECT: Footpaths and Bicycle Trails
May 13, 1982 Bid Letting

This is an informational report to document the Highway Division's action taken with regard to establishing footpaths and bicycle trails as set forth in ORS 366.514. Bids will be opened May 13, 1982 on the following projects:

1. Columbia River Highway @ First Street (Rainier)
   Columbia River Highway, Columbia County
   Traffic Signals

   Curb ramps and some sidewalk will be constructed on this project for bicycle and pedestrian use.

2. Canyonville Rock Production
   Tiller-Trail Highway, Douglas County
   Aggregate Crushing

   Footpaths or bicycle trails are not incorporated in this project as no new highway construction, reconstruction or relocation is involved.

3. Oakland-Shady Highway @ Page Road
   Oakland-Shady Highway, Douglas County
   Grading and Paving

   Left-turn median construction. Eleven-foot lanes with four-foot shoulders available.

   Footpaths and bicycle trails will not be established under this project as per ORS Chapter 366, Section 2, subsection 2(c), which states: "...footpaths and trails are not required to be established...where sparsity of population, other available ways or other factors indicate an absence of any need for such paths and trails..."

Contains Recycled Materials

4. Region III (Six Cities) Pavement Marking
Various City Streets, Douglas and Jackson Counties
Pavement Marking

Twelve-inch thermoplastic pavement line will be used for pedestrian crosswalks on this project.

5. John Day-Prairie City
John Day Highway, Grant County
Grading and Paving

Primarily overlay with widening at selected locations. Consists of two twelve-foot lanes with primarily four-foot shoulders available.

Same as No. 3.

6. Poterf Creek-Poodle Creek
Florence-Eugene Highway, Lane County
Grading and Paving
Bikeway Project

Five- to six-foot shoulder bike lanes with a few areas of four-foot sections where wider lanes would be impractical due to excessive cost.

7. Arterial Street Overlay (Portland)
Various City Streets, Multnomah County
Paving

Overlay. Same as No. 2.

DES:ja

cc E. S. Hunter
D. G. Talbot
L. E. George
Frank Terpin
George Bell
Don Harwell

LOC 3

June 24, 1981

K. R. Hardenbrook
41521 McKenzie Highway
Springfield, OR 97477

Dear Mr. Hardenbrook:

I appreciate your concern regarding the narrow shoulders used by bicycles on some of our highways. As funds become available, we are upgrading shoulders for bicycles on selected roads where we believe the need is the greatest.

I assume you are riding the Florence-Eugene Highway to the coast. This highway has a high priority to be upgraded for bicycles. Extensive shoulder work between Poterf Creek and Poodle Creek is currently planned and future highway reconstruction with adequate shoulders for bicycles is planned on the Noti-Veneta Section.

Independent bike paths along the side of the road, as you suggest, would be the ideal situation; however, they are only being built in very select situations. These are very costly, both in dollars and land use and are difficult to maintain. We have found that the shared use, shoulder bikeway is a much more economical approach, can be easily maintained and also provides the motorist emergency parking off the travel lane.

Oregon State law provides that "footpaths and bicycle trails shall be established wherever a highway, road or street is being constructed, reconstructed or relocated." Exclusions are allowed under the law where such paths would not be safe, would not be needed, or if the expense would be disproportionate to probable use. The Department of Transportation is conforming to this law and in the past year over $1,000,000 has been spent on construction and maintenance of bikeways.

Sincerely,

H. S. Coulter
State Highway Engineer

RPS:ge md

bcc Donald Shaffer

41521 McKenzie Hwy.
Springfield, OR 97477
June 10, 1981

H. Scott Coulter
State Highway Engineer
Transportation Building
Salem, OR 97310

Dear Mr. Coulter:

I have always enjoyed riding on the bike paths in Lane County. However, when I am riding to the coast there isn't enough room for bicycles and cars both. Just recently my friend and I were going to the coast and while we were riding around some of the sharper corners there were cars that were coming very close.

I would like to suggest that you put a bike path along the side of the highway, so that you won't have to worry about the traffic. This would make the routes much safer for bikes and much more pleasurable without the exhaust and noise from cars.

I believe that if you were to do this it might motivate people to ride bikes more often and possibly save gasoline.

I think that you could make a bicycle highway when you are repairing roads and changing routes. A bike path along all the highways of Oregon would make a lot of people happy.

Sincerely yours,

K. R. Hardenbrook

K. R. Hardenbrook

RECEIVED
HWY ENGR
JUN 12'81
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

1982 Arterial St. Overlay Proj. 9476
(Portland) Sec. of various city
streets. (Paving)

CWA 7623 4/7/82

HIGHWAY DIVISION
INVOICE

INVOICE NUMBER **140805**

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DIVISION
TRANSPORTATION BUILDING
SALEM, OREGON 97310

DATE	YOUR ORDER NUMBER	BILLING REQ. NUMBER
12/28/84		CA 3711

CODE	PREFIX	FUNC	SUB FUNC	OBJECT	P/N GROUP	AMOUNT
PORTHAL		324	02			2,068.08
	726-1932	296	00	000		185.49
	326-1056	296	00	000		1,882.59
	726-1932	299	00	000		(185.49)
	326-1056	299	00	000		(1,882.59)

- CITY OF PORTLAND
- ACCOUNTS PAYABLE
- ROOM 203A CITY HALL
  1220 SW FIFTH AVE
  PORTLAND OR 97204

DESCRIPTION	TOTAL PRICE
BUREAU OF STREETS & STRUCTURAL ENGINEERING	
ARTERIAL STREET OVERLAY PROJECT NO. 3	
AGREEMENT 7623 CONTRACT #9476	
1X-0000(42) & 1X-0000(43)	
TOTAL PROJECT COSTS (SEE ITEMIZED STATEMENT)	1,459,104.25
LESS: FEDERAL SHARE	(1,240,137.85)
TOTAL MATCH	218,966.40
LESS: STATE SHARE	(131,308.72)
TOTAL CITY SHARE	87,657.68
LESS: CREDIT FOR PE BY CITY	(696.32)
CREDIT FOR CONST. BY CITY	(4,643.28)
ADVANCE DEPOSIT	(80,250.00)
ADDITIONAL AMOUNT DUE FROM CITY	2,068.08

FOLD

110.00 ACCT. FINAL

IF YOU HAVE QUESTIONS ON THIS INVOICE, PLEASE CONTACT:
GARY ZEHNER PH: 378-6011 FOR CORRECTNESS OF CHARGES
OR ROSALYN WICKHAM PH: 378-6232 PREPARER OF INVOICE

OREGON STATE HIGHWAY DIVISION

ITEMIZED STATEMENT OF FINAL COSTS — DATE: DECEMBER 18, 1984

CITY: PORTLAND — AGREEMENT NO: 7623 — PROJECT NO: IX-0000(42)43)

CONTRACT NO: 9476 — SECTION: Arterial Street Overlay Project No. 3

PRELIMINARY ENGINEERING (Prefix No. 726-1932):

Project Manager	$ 273.52
Work by City	11,605.38
Final Design	764.78
R/W Liaison	40.17
Region Utility Liaison	16.71
Audit Service	216.52
Location	12.60
Program Section	148.49
Specifications	1,573.83
Administrative Services	44.77
TOTAL P.E. COSTS	$ 14,696.77

CONSTRUCTION (Prefix No. 326-1052):

Payment to Contractor	$ 1,343,857.91
Interest on final payment (Non-Participating)	19.56
SFO #1 Permanent Pavement Striping	3,962.86
SFO #2 Adjust Water Facilities	1,566.35
SFO #3 Replace Inlet Frames	479.28
Construction Engineering ($98.98 Non-Participating)	10,799.35
Work by City	77,388.05
Audit	460.90
Program Section	221.86
Salem Lab	3,142.40
Portland Lab	110.72
Technical Services	346.23
Construction Section	1,630.41
EEO Monitoring	421.60
TOTAL CONST. COSTS	$ 1,444,407.44

SUMMARY:

TOTAL P.E. COST	$ 14,696.77
TOTAL CONST. COST	1,444,407.44
TOTAL PROJECT COST	$ 1,459,104.21
LESS FEDERAL FUNDS:	
P.E.	(12,492.25)
CONST.	(1,227,645.60)
TOTAL MATCH	$ 218,966.36
LESS STATE SHARE:	
$\frac{9}{15}$ of [$218,966.36 - ($19.56 + $98.98)] =	(131,308.69)
CITY SHARE	$ 87,657.67
Less Credit for P.E. by City	(696.32)
Less Credit for Const. by City	(4,643.28)
Less 65% Const. Deposit 5-5-82 LGIP	(38,050.00)
Less Balance of Const. Deposit 6-14-82 LGIP	(17,000.00)
Less Additional Const. Deposit 7-28-82 LGIP	(25,200.00)
BALANCE DUE FROM CITY	$ 2,068.07

GEZ:bkb

1476

(ORIGINAL)

326-1056

FORM APPROVED BY COMPTROLLER GENERAL, U.S. MAY 12, 1966

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

STATE VOUCHER NO.

FHWA VOUCHER NO.

VOUCHER FOR WORK PERFORMED UNDER PROVISIONS OF THE FEDERAL AID AND FEDERAL HIGHWAY ACTS, AS AMENDED

APPROPRIATION

FHWA SCHEDULE NO.

THE UNITED STATES, DR., TO *(Insert official or depositary named in project agreement)*

TREASURER OF THE STATE OF OREGON

ADDRESS

CAPITAL BUILDING, SALEM, OR 97310

PAID BY

(For use of Paying Office)

STATE

OREGON

VOUCHER TYPE *(Check Appropriate Block)*

☐ CURRENT BILLING

VOUCHER PERIOD

FROM 4-21-82

TO 3-30-84

☐ OTHER PROGRESS

☒ FINAL VOUCHER (*)

FEDERAL AID PROJECT NO.

IX-0000(43)

(*) Use Form FHWA-1447 for Final Voucher for a project constructed under certification acceptance or secondary road procedures (23 U.S.C. 117).

TOTAL ACTUAL COST	TOTAL PARTICIPATING COST	PRO-RATA OF PARTICIPATING COST CLAIMED FROM U.S.	TOTAL AMOUNT CLAIMED FROM U.S.	LESS PREVIOUS PAYMENTS	NET AMOUNT CLAIMED
$1,439,764.20	$1,444,288.94	85%	$1,227,645.60	$1,227,645.60	$0.00

I certify that the costs shown in this voucher have been incurred in accordance with terms of project agreements; applicable State and Federal laws or regulations; and that no claim has previously been submitted for costs claimed.

STATE HIGHWAY AGENCY	DATE	SIGNATURE OF AUTHORIZED OFFICIAL
OREGON	10-10-84	CONTROLLER

I certify that supporting records for costs claimed, and the referenced project (if applicable), have been subjected to required reviews, approvals and inspections by the Federal Highway Administration and that the amount approved is justly due.

CONST

AMOUNT SUBMITTED $0.00

ADJUSTMENTS

AMOUNT APPROVED

SIGNATURE OF FHWA REPRESENTATIVE

(SIGN ORIGINAL ONLY)

DATE APPROVED

FORM PR-20
(REV. 5-78)

PREVIOUS EDITIONS ARE OBSOLETE

STATEMENT OF COSTS INCURRED UNDER PROJECT AGREEMENT

ITEM NO.	ITEM	QUANITY	UNIT	UNIT PRICE	AMOUNT	NOTATIONS *(Payee must not use this column)*
	ARTERIAL STREET OVERLAY PROJECT NO. 3 PORTLAND CITY STREETS MULTNOMAH COUNTY					
	CONSTRUCTION					
	TYPE CODE 6201					
	ROADWAY (VARIOUS CITY STREETS)					
	FINAL CONTRACT PAYMENT SUMMARY	LUMP SUM			$1,343,857.91	
SFO	#1 PERMANENT PAVEMENT STRIPING (CITY OF PORTLAND)	ALL REQUIRED			3,962.86	
SFO	#2 ADJUSTMENT OF WATER FACILITIES (CITY OF PORTLAND)	ALL REQUIRED			1,566.35	
SFO	#3 REPLACEMENT INLET FRAMES (CITY OF PORTLAND)	ALL REQUIRED			479.28	
	TOTAL PARTICIPATING CONSTRUCTION COST				$1,349,866.40	
	CONSTRUCTION ENGINEERING					
	WORK BY CITY OF PORTLAND	ALL REQUIRED			$ 77,388.05	
	STATE	ALL REQUIRED			16,151.99	
	TOTAL PARTICIPATING CONSTRUCTION ENGINEERING				$ 93,540.04	
	MISC PROJECT COST					
	AUDIT EXPENSE	ALL REQUIRED			$ 460.90	✓
	EEO MONITORING EXPENSE	ALL REQUIRED			421.60	✓
	TOTAL MISC PROJECT COST				$ 882.50	
	TOTAL PARTICIPATING CONSTRUCTION COST				$1,444,288.94	
	NON PARTICIPATING PROJECT COST					
	INTEREST ON FINAL PAYMENTS	ALL REQUIRED			$ 19.56	✓
	CITY OF PORTLAND SHARE OF PROJECT COST	ALL REQUIRED			(4,643.28)	✓
	CONSTRUCTION ENGINEERING (STATE)	ALL REQUIRED			98.98	✓
	TOTAL NON PARTICIPATING PROJECT COST				$ (4,524.74)	
	TOTAL PROJECT COST				$1,439,764.20	

PREPARED BASED ON PARTICIPATING COST AS SHOWN ON THE FEDERAL BILLING AS OF 10-18-84.

AMOUNT CARRIED FORWARD .....

DESCRIPTION	PREFIX	FUNCTION	SUB F	GR	CURRENT MONTH	FISCAL YEAR TO DATE	GRAND TOTAL TO DATE	ACTIVE YRS BEG	ACTIVE YRS END
ARTERIAL ST O'LAK PROJ #2	CONT NO 9476	FA PROJ NOS	X10 0000047	100				STATE	
	326 1056	201	00 P	1 Pay Cont	9,225.00CR	9,225.00CR	1,243,857.91	80	84
	326 1056	202	00 P	1	9,225.00	9,225.00		80	84
	326 1056	206	00*N	1 Int.			19.56	80	84
	326 1056	208	00 N	1 Deduct for Adm. on Ret.			59.77CR	80	84
	326 1056	210	03 P	1 SFO"3			479.28	80	84
	326 1056	220	01 P	1 SFO"1			3,962.86	80	84
	326 1056	225	02 P	1 SFO"2			1,566.35	80	84
	326 1056	294	00 N	1 Local Match			4,643.20CR	80	84
	326 1056	295	00 N	9 Tr. City			20,250.00	80	84
	326 1056	296	00 N	9 " St.	77.60CR	77.60CR	1,307,295.60CR	80	84
	326 1056	298	00 N	9 " Fed.	3.60	3.60	1,227,645.60	80	84
	326 1056	900	00 P	1 Const. Engr.			9,155.56	80	84
	326 1056	901	00 P	1 Pay Loc Govt.			77,280.05	80	84
	326 1056	915	00 P	1 Audit			460.80	80	84
	326 1056	920	00 P	1 Proj. Sec.			221.88	80	84
	326 1056	928	00 N	1 Adm. of Ret. Pay			59.77	80	84
	326 1056	940	00 P	1 Salem Lab			3,142.40	80	84
	326 1056	941	00 P	1 Portland Lab			110.33	80	84
	326 1056	944	00 P	1 Tech. Serv.			346.03	80	84
	326 1056	945	00 P	1 Const. Sec.			1,630.41	80	84
	326 1056	948	00 P	1 Gen Const Engr.			1,514.91	80	84
	326 1056	948	00*N	1			38.88	80	84
	326 1056	985	00 P	1 EEO			421.60	80	84
		TOT	F1				1,444,288.94		
		TOT	N1				4,524.74CR		
		** JOB TOTALS **				**	** 1,439,764.20 **		
PORTLAND WCL-N OSWEGO AVE	CONT NO 9539	FA PROJ NOS	X10 9956012	98			X10 9956012	01 STATE	
	326 1057	201	00 P	1		35,102.15	2,668,104.31	80	84
	326 1057	201	00 P	8			47,271.28	80	84
	326 1057	201	00 N	1			19,467.63	80	84
	326 1057	203	00 P	1		6,750.00CR	97,210.00CR	80	84
	326 1057	205	04 P	1	2,367.39	2,367.39	2,926.40CR	80	84
	326 1057	205	05 P	1	1,241.94	1,241.94	1,[illegible]3.70CR	80	84
	326 1057	270	02 P	1			1,[illegible]00	80	84
	326 1057	270	06 P	1		2.81	325.13	80	84
	326 1057	270	06 N	1			31.41	80	84
	326 1057	270	08 P	1			2,443.68	80	84
	326 1057	270	09 P	1		1,212.21	1,212.21	80	84
	326 1057	284	04 P	1	289.40	5,521.58	78,534.47	80	84
	326 1057	285	01 P	1			56,607.48	80	84
	326 1057	285	05 P	1	1,360.00	1,360.00	2,[illegible]55.13	80	84
	326 1057	285	07 P	1			[illegible]	80	84
	326 1057	295	00 N	9		17,121.66	[illegible]	80	84
	326 1057	296	00 N	9	17,671.51CR	102,707.51CR	[illegible]CR	80	84
	326 1057	298	00 N	9	17,671.51	85,581.98	[illegible]	80	84

PREFIX	GRP FL	FED AID PROJ APPR	AGREEMENT AMOUNT	TOTAL COSTS TO DATE	PARTIC AMOUNT	% OF PARTIC.	FEDERAL SHARE	AMOUNT PREV. CLAIMED	ADJUSTMENT AND CODE	AMOUNT OF THIS VOUCHER
326-1046	1	X10 -9867-005 APPR-772	1129,544 00	1343 205 45	1327 089 71	85 00	1128.025 4	1128 025 40		
	8	X10 -9867-005 APPR-772	25.223 00	5 241 30	5 204 57	85 00	4.423 88	4.423 85		
326-1046		PREFIX TOTALS	1154.767 00	1348 446 82	1332 293 24		1132 448 08	1132.448 25		
326-1047	1	X10 -0000-040 APPR-772	340 983 75	400 400 32	391 803 09	85 00	333 031	333.031 77		
326-1048	1	X10 -9326-009 APPR-772	370.751 10	336.360 46	336.360 46	85 00	285.906 39	285.879 85		26.54
	2	X10 -9326-008 APPR-580	114.385 66	134 571 36	134 571 36	85 00	114.385 66	114.385 66		
326-1048		PREFIX TOTALS	485 136 76	470.931 82	470 931 82		400.292 05	400.265 51		26 54
326-1049	1#	X10 -9956-010 APPR-772	38.208 10	44.982 47	44.950 71	85 00	38.208 1	38.208 10		
326-1050	1	X10 -9880-002 APPR-772	488.559 38	574.595 26	573 272 30	85 00	487.247	487 247 46		
	2	X10 -9880-002 APPR-580	24.992 00	29.322 96	29 322 96	85 00	24.924 5	24.924.52		
326-1050		PREFIX TOTALS	513.551 38	603.918 22	602.595 26		512.171	512.171 98		
326-1051	1	X1 -9699-00F APPR-823	1081.585 48	1271.706 53	1271 706 53	85 00	1080.950	1080.950 55		
326-1052	1#	M -000C-002 APPR-W36	29.933 65	34.834 18	34.887 70	85 80	29.933	29.933 65		
326-1053	1	X10 -9867-006 APPR-580	748,399.00	879.856 69	877 295 91	85 00	745.701	745.701.52		
	8	X10 -9867-006 APPR-580	4.000.00	3.990 96	3.930 90	85 00	3.341	3.341 27		
326-1053		PREFIX TOTALS	752.399 00	883.847 54	881.226 81		749.042	749.042 79		
326-1054	1	X -9926-008 PR-580	568,950.00	674,267.69	673.881 37	85 00	572.799	568.950.00	3.849.16 B	
	8	X10 -9926-008 APPR-580	500.00	472.47	472.47	85 00	401 60	401 60		
326-1054		PREFIX TOTALS	569,450.00	674,740.16	674,353.84		573,200	563,351 60	3.849 16	
326-1056	1#	X10 -0000-043 APPR-580	1227,645.60	1439,764.20	1444,288.94	85.00	1227,645 60	1227,645 60		
326-1057	1	X10 -9956-012 APPR-580	2663,235.00	3148,204.94	3125,865 80	85.00	2656,985 93	2656.985 93		
	8	X10 -9956-012 APPR-580	79,700.00	53,835.07	53,788.37	85.00	45,720 11	45.720 11		
326-1057		PREFIX TOTALS	2742,935.00	3202.040.01	3179 654.17		2702,706 04	2702,706 04		
326-1058	1	X10 -000C-027 APPR-580	359,058.00	413,930.87	415.954.89	85 00	353,561 66	353.553 12		8.54
	8	X10 -000C-027 APPR-580	27,025 00	26,665.43	26.655.39	85 00	22.657 08	22.656 44		64
326-1058		PREFIX TOTALS	386,083.00	440.596.30	442.610.28		376.218 74	376.209 56		9 18

r11

cc: OSHD (Coulter) STATE COPY

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

F

FINAL ACCEPTANCE REPORT

REGION NO.	REPORT NO.	COUNTY	DIVISION
10	3	Multnomah	Oregon
DATE OF REPORT	**REPORT MADE BY**		**PROJECT NO.**
3/13/84	Paul Padilla, Hwy Engr Trainee		IX-000C(43)
COMPLETION DATE	**ACCEPTANCE DATE BY CONTRACT AGENCY**	**TIME ELAPSED**	**CONTRACT TIME**
11/10/82	7/20/83	95 %	120 CD
APPROVED EXTENSIONS	**LOCATION**		
41 days	Various Streets in Portland		

*~~The PR-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted.~~

*A copy of the State's materials certificate is attached to the Division office copy of this report.

There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

ARTERIAL STREET OVERLAY PROJECT (PORTLAND)
VARIOUS CITY STREETS
Paving

This project provided for overlaying AC pavement on numerous sections of city streets.

The final cost of the original contract items was $1,327,320 or an overrun of 52 percent of the contract amount of $874,280. Price agreement added an additional 575 tons of AC mixture, and 7,724 tons of concrete mix in leveling and is the primary reason for the overrun.

All participating work is complete.

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
APR 2 '84
REFER TO
Fredrickson
FOR
Info | Inves | R/D | D.R | Sign | Act | File

*NOTE: Not applicable for direct federal projects.

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE: Thomas P. Lowe (Original Signed by T. P. LOWE)		SIGNATURE: G. K. Hossner (Original Signed By J. K. HOSSNER)	
TITLE: Area Engineer	DATE: 3-20-84	TITLE: Field Operations Engineer	DATE: 3/26/84

FORM FHWA-1446 B (12-73) FORMERLY PR-33E

Previous Editions of PR-33E Will Not Be Used.

August 10, 1983

The Travelers Indemnity Co.
Surety Department
707 S.W. Washington Street
Portland, OR 97205

CON 5
#9476

Gentlemen:

Contract No. 9476 awarded to Cascade Construction Company, Inc., for paving on the Arterial Street Overlay Project in Portland, Multnomah County, was completed on March 23, 1983, and accepted by the State Highway Division on July 20, 1983.

Final payment in the amount of $362.05 will be released to the contractor after August 15, 1983. The total contract amount is $1,343,857.91 and no work was performed under force account.

No claims for labor or material have been filed with us against the performance bond on this contract.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

fkn

cc Cascade Construction Company, Inc.
P.O. Box 4267
Portland, OR 97208

Don Reger & Company
200 SW Market St., Suite 210
Portland, OR 97201

C. T. Keasey
Walt Hart
V. E. Skoog Attn: Frank Griffin
Ed Hardt

9476.

STATE COPY 8

TO BE COMPLETED BY FHWA
MONTHLY TRANSACTION NUMBER 5-205
PROJECT REPORT NUMBER
MODIFICATION NUMBER 2

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

5-23-83

State	Oregon
County	Multnomah
Project Number	IX-0000(43)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on June 18 ,19 82 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 1,416,086.00	$ 1,444,204.00
Federal funds	$ 1,203,673.00	$ 1,227,572.00
Other revisions		

This modification is made for the following reasons: to include increase in construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 23rd day of May ,1983 .

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By [signature]

Manager, Program Section
(Title)

For: H.S. Coulter, P.E.

XBy _____

State Highway Engineer
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By [signature]
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Gen File

Oregon State Highway Division
Salem, Oregon May 18, 1983

Federal-Aid Project
No. IX-0000(43)

Arterial Street Overlay Project No. 3
Portland City Streets
Multnomah County

REVISED PROJECT AGREEMENT ESTIMATE

Type Code 6201
Roadway (Various City Streets)

Subtotal of previous estimate of October 13, 1982	$ 1,286,229.11
Subtotal	$ 1,286,229.11
Engineering	157,974.89
Total	$ 1,444,204.00

Length of Roadway ---------- 16.264 miles
Cost of Roadway Per Mile---- $88,108.70

Federal Funds ----------	$ 1,227,572.00
State Funds 9% ----------	129,978.00
City Funds 6% ----------	86,652.00
Total	$ 1,444,204.00

Group 1 100%
Contract No. 9476
Prefix: 326-1056

9476

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State
MONTHLY TRANSACTION NUMBER 10-149		Oregon
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Multnomah
MODIFICATION NUMBER 1	October 19, 1982	Project Number IX-0000(43)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on June 18 , 19 82 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 996,278.00	$ 1,416,086.00
Federal funds	$ 846,836.00	$ 1,203,673.00
Other revisions		

This modification is made for the following reasons: to include increase in bid item quantities for approved program change adding additional streets.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 19th day of October, 1982.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By _____

Assistant State Highway Engineer
(Title)

XXBy For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Oregon State Highway Division
Salem, Oregon October 13, 1982

Federal-Aid Project
No. IX-0000(43)

Arterial Street Overlay Project No. 3
Portland City Streets
Multnomah County

REVISED PROJECT AGREEMENT ESTIMATE

Type Code 6201
Roadway (Various City Streets)

Mobilization		All Required	$ 13,120.00
Temporary Protection and Direction of Traffic		All Required	27,038.00
Flagmen	2,100 Hour	19.16	40,236.00
Removal of Surfacing	6,400 Sq. Yd.	6.00	38,400.00
Cold Plane Pavement Removal	123,380 Sq. Yd.	2.00	246,760.00
General Excavation	155 Cu. Yd.	9.00	1,395.00
1 1/2"-0 Aggregate Base	1,187 Cu. Yd.	16.50	19,585.50
Sealing Pavement Cracks	20,566 Lin. Ft.	1.00	20,566.00
Class "C" Asphalt Concrete Mixture	30,433 Ton	16.00	486,928.00
Class "C" Asphalt Concrete Mixture in Leveling	5,817 Ton	17.30	100,634.10
Asphalt Cement in Mixture	1,834 Ton	164.00	300,776.00
Adjusting Manholes with Riser Rings	243 Each	125.00	30,375.00
Adjusting Manholes Resetting Frames	30 Each	240.00	7,200.00
Adjusting Inlets	55 Each	208.00	11,440.00
Adjusting Boxes	10 Each	110.00	1,100.00
Salvage Cold Plane Grindings	13,300 Ton	(6.00)	(79,800.00)
P.A. 2 Additional Mobilization		Lump Sum	5,540.54
P.A. 2 Additional Temporary Protection & Direction of Traffic		Lump Sum	11,434.97
			$1,282,729.11

Anticipated Items

Permanent Pavement Striping	All Required	$ 3,500.00
	SUBTOTAL	$1,286,229.11
	Engineering	129,856.89
	TOTAL	$1,416,086.00

Length of Roadway ---------- 16.264 miles
Cost of Roadway Per Mile ----------$87,068.84

Federal Funds (85%)----------	$1,203,673.00
State Funds (9%) ----------	127,448.00
City Funds (6%) ----------	84,965.00
TOTAL	$1,416,086.00

Group 1 100%
Contract No. 9476
Prefix: 326-1056

STATE COPY

OMB No. 04-R2089

TO BE COMPLETED BY FHWA	U. S. DEPARTMENT OF TRANSPORTATION	State
MONTHLY TRANSACTION NO.	FEDERAL HIGHWAY ADMINISTRATION	OREGON
6-156	FEDERAL-AID PROJECT AGREEMENT	County MULTNOMAH
		Project No. IX-0000(43)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

Arterial Street Overlay Project No. 3

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	4-21-82	11.894

OTHER *(Specify)*

FUNDS PRO RATA 85%

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 996,278.00	$ 846,836.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By [signature]

Program Management Engineer
(Title)

XX By For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

_____
(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Date executed by
Division Administrator _____

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Oregon State Highway D[illegible]ision
Salem, Oregon June 14, [illegible]982

Federal-Aid Project
No. IX-0000(43)

Arterial Street Overlay Project No. 3
Portland City Streets
Multnomah County

PROJECT AGREEMENT ESTIMATE

Type Code 6201
Roadway (Various City Streets)

Mobilization		All Required	$	13,120.00
Temporary Protection and Direction of Traffic		All Required		27,038.00
Flagmen	1,500 Hour	19.16		28,740.00
Removal of Surfacing	3,924 Sq. Yd.	6.00		23,544.00
Cold Plane Pavement Removal	62,352 Sq. Yd.	2.00		124,704.00
General Excavation	100 Cu. Yd.	9.00		900.00
1 1/2"-0 Aggregate Base	696 Cu. Yd.	16.50		11,484.00
Sealing Pavement Cracks	3,724 Lin. Ft.	1.00		3,724.00
Class "C" Asphalt Concrete Mixture	21,752 Ton	16.00		348,032.00
Class "C" Asphalt Concrete Mixture in Leveling	3,890 Ton	17.30		67,297.00
Asphalt Cement in Mixture	1,375 Ton	164.00		225,500.00
Adjusting Manholes with Riser Rings	175 Each	125.00		21,875.00
Adjusting Manholes Resetting Frames	28 Each	240.00		6,720.00
Adjusting Inlets	50 Each	208.00		10,400.00
Adjusting Boxes	10 Each	110.00		1,100.00
Salvage Cold Plane Grindings	6,650 Ton	6.00 Cr.		39,900.00*
			$	874,278.00

Anticipated Items

Permanent Pavement Striping	All Required	$	3,500.00
	Subtotal	$	877,778.00
	Engineering		118,500.00
	TOTAL	$	996,278.00

*Note: Credit for Cold Plane Grindings
Length of Roadway ---------- 11.894 mi.
Cost of Roadway Per Mile----------$83,763.07

Federal Funds (85%)----------	$846,836.00
State Funds (9%)----------	89,665.00
City Funds (6%)----------	59,777.00
TOTAL	$996,278.00

Group 1	100%
Contract No.	9476
Prefix:	726-1932
Prefix:	326-1056

9476

FORM 81-734-3001

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: Arterial Street Overlay Project No. 3 (Portland)		WEEK ENDING: 3-12-83
		SECTION PREFIX: 326-1056
HIGHWAY: City Streets		COUNTY: Multnomah
NAME OF JOB: - - -	KIND OF WORK: Paving	
CONTRACTOR: Cascade Construction Company	CONTRACT NUMBER: 9476	FEDERAL AID PROJECT NUMBER: IX-0000(43)
DATE OF CONTRACT: May 19, 1982	DATE WORK STARTED: 6-14-82	ESTIMATED COMPLETION DATE: September 30, 1982
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION:	SPECIFIED WORK DAYS: N/A	WORK DAYS USED: N/A
	SPECIFIED CALENDAR DAYS: 120	CALENDAR DAYS USED: 161
PROJECT AUTHORIZATION: $1,416,086.06	SPECIFIED COMPLETION DATE: N/A	PERCENT OF TIME ELAPSED: 134%
EXCLUSIVE OF ENGINEERING: $1,303,797.30	ENGINEERING AUTHORIZATION: $112,288.76	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 103.5%
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $1,349,204.38	ENGINEERING COST TO DATE: $89,500.00	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 102%
ESTIMATED PERCENT: OVERRUN / UNDERRUN: 3.5 %	PERCENT OF AUTHORIZATION: 80 %	DATE PROJECT WAS COMPLETED: 11-10-82

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	PAVE.	MAT'L. PROD.		
N/A	N/A	N/A		100%	N/A		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY 6				
MONDAY 7	Rain			
TUESDAY 8	Rain			
WEDNESDAY 9	Rain			
THURSDAY 10	Cloudy			
FRIDAY 11	Clear			
SATURDAY 12				

RECEIVED
MAR 17 1983
CONSTRUCTION SECTION

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	
MONDAY	No Activity
TUESDAY	No Activity
WEDNESDAY	No Activity
THURSDAY	No Activity
FRIDAY	No Activity
SATURDAY	

REMARKS

Will send in third notification by end of next week.

SIGNED Mel Mohning LOCATION City of Portland

Mel Mohning, Project Manager

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES

726-193 2

(MEMORANDUM)

FORM APPROVED BY COMPTROLLER GENERAL, U.S. MAY 12, 1966

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

ST( )OUCHER NO.

VOUCHER FOR WORK PERFORMED UNDER PROVISIONS OF THE FEDERAL AID AND FEDERAL HIGHWAY ACTS, AS AMENDED

FHWA VOUCHER NO.

APPROPRIATION

FHWA SCHEDULE NO.

THE UNITED STATES, DR., TO *(Insert official or depositary named in project agreement)*

Treasurer of the State of Oregon

PAID BY

ADDRESS

Capitol Bldg.
Salem, OR 97310

(For use of Paying Office)

STATE

Oregon

VOUCHER TYPE *(Check Appropriate Block)*

☐ CURRENT BILLING

VOUCHER PERIOD

FROM 12/21/81

TO 4/21/82

☐ OTHER PROGRESS

☐ X FINAL VOUCHER (*)

FEDERAL AID PROJECT NO.

IX-0000(42)

(*) Use Form FHWA-1447 for Final Voucher for a project constructed under certification acceptance or secondary road procedures (23 U.S.C. 117).

TOTAL ACTUAL COST	TOTAL PARTICIPATING COST	PRO-RATA OF PARTICIPATING COST CLAIMED FROM U.S.	TOTAL AMOUNT CLAIMED FROM U.S.	LESS PREVIOUS PAYMENTS	NET AMOUNT CLAIMED
$14,000.45	$14,696.77	85.00%	$12,492.25	$12,492.25	$ 0.00

RECEIVED DIVISION OFFICE

BY Oregon DATE

DIVISION OFFICE REVIEW MADE

BY 3/4/83

PASSED FOR PAYMENT

BY DATE Controller

REMARKS

$ 0.00

P.E.

FORM PR-20A
(Rev. 5-78)

PREVIOUS EDITIONS ARE OBSOLETE

STATEMENT OF COSTS INCURRED UNDER PROJECT AGREEMENT

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTATIONS (Payee must not use this column)
	Arterial Street (Portland) Overlay Project No. 3					
	Various City Streets (Portland)					
	Multnomah County					
	Preliminary Engineering					
	Type Code P.E.					
	City of Portland		All Required		$11,605.38	
	State		All Required		2,874.87	
	Total Participating Preliminary Engineering				$14,480.25	
	Misc. Project Cost					
	Audit Expense		All Required		$ 216.52	
	Total Participating Project Cost				$14,696.77	
	Nonparticipating Project Cost					
	City of Portland Share of Project		All Required		$ (696.32)	
	Total Project Cost				$14,000.45	
	Prepared based on Participating Costs as shown on Federal Billing as of 3/10/83.					

AMOUNT CARRIED FORWARD . .

PREFIX	GRP FL	FED AID PROJ APPR	AGREEMENT AMOUNT	TOTAL COSTS TO DATE	PARTIC. AMOUNT	% OF PARTIC.	FEDERAL SHARE	AMOUNT PREV. CLAIMED	ADJUSTMENT AND CODE	AMOUNT OF THIS VOUCHER
726-1927	1	HES -9361-006 APPR-141	7,434.00	8,919.85	8,919.85	90.00	8,027.87	7,434.00	593.87 B	
726-1928	1	RDUM-0031-000 APPR-244	190,000.00	164,369.63	164,369.63	100.00	164,369.63	164,369.63		
	2	RDUM-0031-000 APPR-244	62,000.00			75.00				
	3	RDFH-0031-000 APPR-944	15,333.00			100.00				
726-1928		PREFIX TOTALS	267,333.00	164,369.63	164,369.63		164,369.63	164,369.63		
726-1929	1	X10 -0000-037 APPR-772	2,000.00	483.79	483.79	85.00	411.22	411.22		
726-1930	1	M -000C-021 APPR-W36	28,217.00	21,196.38	22,320.79	88.18	19,682.47	19,682.47		
726-1931	1	TOR -1008-001 APPR-780	239,000.00	68,218.32	68,218.32	100.00	68,218.32	68,218.32		
726-1932	1#	XI -0000-042 APPR-823	12,492.25	14,000.45	14,696.77	85.00	12,492.25	12,492.25		
726-1933	1	X10 -9877-004 APPR-772	7,735.00	7,389.20	7,389.20	85.00	6,280.82	6,280.82		
726-1934	1	RRP -9300-005 APPR-139		552.96	552.96	90.00	497.66		497.66 A	
726-1935	1	X10 -9822-006 APPR-580	5,695.00	1,934.07	1,934.07	85.00	1,643.96	1,643.96		
726-1936	1	RRS -9311-002 APPR-138	900.00			90.00				
726-1937	1	X10 -0000-045 APPR-580	33,000.00	156.51	156.51	85.00	133.03	133.03		
726-1938	1	X10 -9345-001 APPR-580	50,000.00	87.72	87.72	85.00	74.56	74.56		
726-1939	1	X10 -0000-048 APPR-580	30,000.00	1,479.74	1,479.74	85.00	1,257.78	1,257.78		
726-1940	1	X10 -000C-025 APPR-580	54,825.00	11,721.42	12,445.32	85.00	10,578.52	10,578.52		
726-1941	1	X10 -0000-044 APPR-580	85,000.00	206.03	206.03	85.00	175.13	175.13		
726-1942	1	X10 -9326-011 APPR-580	60,200.00	1,638.13	1,638.13	85.00	1,392.41	1,392.41		
726-1943	1	X10 -9398-002 APPR-580	158,950.00	214.97	214.97	85.00	182.72	182.72		
726-1944	1	X10 -0000-049 APPR-580	112,710.00	122.15	122.15	85.00	103.83	103.83		
726-1945	1	X10 -9956-013 APPR-580	118,150.00	148.20	148.20	85.00	125.97	125.97		
726-1946	1	X10 -0000-051 APPR-580	10,710.00	55.41	55.41	85.00	47.10	47.10		
726-1947	1	X10 -9300-009 APPR-580	159,120.00	20.01	20.01	85.00	17.01	17.01		
830-1968	1#	BGP -0041-010 APPR- 0				75.00				
	8#	BGP -0041-010 APPR-694				75.00				
830-1968		PREFIX TOTALS								

PTRR XING 3 FRONT RNE

CONT NO * FR PROJ NOS RRP 9300005 100

726	1934	905	00	P	1			h2	95
726	1934	932	00	P	1			h9	35
726	1934	950	00	P	1			h60	66

START

SE STRRK-SE DIVISION

CONT NO * FR PROJ NOS X10 98720DH 100

726	1933	296	00	N	9			7,306	53CR	7,371	90CR
726	1933	297	00	N	9			1,091	08	1,091	08
726	1933	298	00	N	9			6,215	h5	6,280	82
726	1933	901	00	P	1			65H	69	7h1	h0
726	1933	905	00	P	1			9h6	31	9h6	31
726	1933	911	00	P	1			836	h9	836	h9
726	1933	919	00	P	1			h1	h0	h1	h0
726	1933	920	00	P	1			h01	88	h70	35
726	1933	921	00	P	1			2,236	50	2,236	50
726	1933	922	00	P	1			23	96	23	96
726	1933	923	00	P	1			137	18	137	18
726	1933	932	00	P	1			58	19	58	19
726	1933	933	00	P	1			985	70	1,8h7	h2
		TOT	P1					6,342	30	7,389	20

** JOB TOTALS **

726	1932	294	00	N	1	Local Match		93	13CR	696	32CR
726	1932	296	00	N	9	Tr. Sh 297 20		1,349	h5CR	12,h92	25CR
726	1932	298	00	N	9	" Fac 292 70CR		1,349	h5	12,h92	25
726	1932	901	00	P	1	Proj. Mgr. h8 18CR		32	15CR	223	52
726	1932	903	00	P	1	Proj. Lab Coat		1,552	20	11,605	38
726	1932	905	00	P	1	Eng Des				76H	78
726	1932	913	00	P	1	R/W Liais				h0	17
726	1932	914	00	P	1	Proj Mgt " 123 2hCR		20	17CR	16	21
726	1932	915	00	P	1	Acq Sec				216	52
726	1932	918	00	P	1	Legal				12	60
726	1932	920	00	P	1	Proj Mgr	128 81CR	128	81CR	1,573	83
726	1932	921	00	P	1	Proj Sec				hh	77
726	1932	922	00	P	1	Admin Sec	350 23CR	1,582	59	14,696	77
		TOT	P1				350 23CR	93	13CR	696	32CR
		TOT	N1					1,h9h	h6	14,000	h5

** JOB TOTALS **

MATERIAL ST OVERLY PROJ 3 CONT NO * FR PROJ NOS X1 0000042 100

START

ACCOUNT SUMMARY - EXPENDITURES & LEDGERS

MARCH 1983 PAGE 1001

DESCRIPTION	PREFIX	FUNCTION	SUB F	GR	CURRENT MONTH	FISCAL YEAR TO DATE	GRAND TOTAL TO DATE
	726 1931	901	00	P 1	8 73	109 32	220 31
	726 1931	903	00	P 1	21,519 37	57,229 60	67,823 95
	726 1931	920	00	P 1		132 87	1h9 89
	726 1931	921	00	P 1			2h 17
		TOT	P1		21,528 10	57,h71 79	68,218 32

** JOB TOTALS ** 21,528 10 ** 57,h71 79 ** 68,218 32 **

9476

B

CON

December 9, 1982

Cascade Construction Co., Inc.
P. O. Box 4267
Portland, Oregon 97208

Time Extension Request
Arterial Street Overlay Project
No. 3 (Portland)
Contract No. 9476
FAP No. IX-0000(43)

Your request for additional contract time in which to complete the above project has been reviewed. A contract time extension of 41 calendar days is granted due to the additional work done under Price Agreement.

This will eliminate all liquidated damages under this contract.

W. E. Schwartz, P.E.
Assistant State Highway Engineer
for Operations

ObJ:mk st

bc H. S. Coulter
Al Harwood w/att.
Mike Smith w/att.
Mel Mohning (City of Portland) w/att.
FHWA w/att.
R. D. Church

STATE OF OREGON

INTEROFFICE MEMO

TO: MARION CRAFT
Region Construction Engineer

DATE: December 2, 1982

FROM: M. B. SMITH
Region Liaison Consultant

SUBJECT: Contractors Request for
Adjustment of Contract Time
Contract No. 9476

I have reviewed the contractor's request for adjustment of contract time and the Project Managers recommendation. I concur with the Project Managers recommendation of granting a 41 day time extension.

12-6-82

W. E. Schwartz —

This project was significantly changed by adding additional street segments under Price Agreement No. 2. Project will overrun by about 50 %. Commission approval has been obtained. Original contract time was 120 C.D. and a time extension of 41 C.D. is readily justified by the added work.

Attachments

cc: Bryant Jackmond - with original attachments.

The basis for the time extension seem reasonable, and I recommend we grant the 41 days as requested.

Marion Craft

RECEIVED
DEC 6 1982
CONSTRUCTION SECTION

DOE
OCS
SCS
REO
TC
FE
CP

81-125-1387

U. S. DEPARTMENT OF TRANSPORT/ ON
FEDERAL HIGHWAY ADMINISTR. ON

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: IX-0000(43)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 20026

2A. COUNTY NAME: Multnomah

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 10/8/82

8. FEDERAL ROUTE NUMBER: Various FAU Routes

9. STATE ROUTE NUMBER: City Streets

10. GENERAL LOCATION:

Arterial Streets (Portland) Overlay Project #3

11. GENERAL DESCRIPTION OF WORK

Replacement inlet frames and gates

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☒ CONSTRUCTION PROCEED ON ~~AN AGREED PRICE AND/OR~~ FORCE ACCOUNT BASIS
- ☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Ageeement if additional funds are required, I approve the advance authorization date of 10/8/82 as requested in Mr. Keasey's letter of 11/16/82 as being in the public interest for the use of City Forces to proceed with the above work. State Force Order No. 3 representing work performed by the City of Portland is approved for a TEC of $845 Federal Funds $718.

RECEIVED
STATE HWY ENGR
DEC 2 '82
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

14. DATE: 11/29/82

15. SIGNATURE OF APPROVING OFFICIAL: G. K. Hansen

16. TITLE: for Division Administrator

FORM PR-1240 (Rev. 12-76) PREVIOUS EDITIONS MAY BE USED

9476

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

10-1-82

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-0000(43)		
2. STATE PROJECT NO. See below		
3. FROM Dale E. Wilken, Division Administrator FHWA - Oregon Division	4. PROGRAM NO. 5. ITEM NO. 20026	2A. COUNTY NAME Multnomah

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
8/6/82	Various FAU Routes	City Streets

10. GENERAL LOCATION:

Arterial Streets (Portland) Overlay Project #3

11. GENERAL DESCRIPTION OF WORK

Utility Adjustments

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☒ OTHER *(Specify)* Utility adjustment

13. REMARKS

Contingent upon modification of project agreement if additional funds are required this will confirm the advance approval date of 8/6/82 to proceed with the actual adjustments to the City of Portland, Bureau of Water Work's Water Valve Box adjustments on an actual cost basis at a TEC of $3,713 Federal Funds $3,156.

I approve the agreement with the City of Portland, Bureau of Water Works.

Approval and participation for the elgible portion of the work authorized above is subject to the provisions of the Federal-aid Program Manual.

RECEIVED
STATE HWY ENGR
NOV 2 '82
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
10/29/82	D. K. Swanson	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

ROW 18-4

October 20, 1982

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

FROM: D. E. Swan
Program Control Engineer

SUBJECT: Water Valve Box Adjustment
Bureau of Water Works
City of Portland
Arterial Street Overlay Project No. 3
S.W. 3rd Avenue (Burnside-Morrison)
Multnomah County
Project No. IX-0000(43)

Reference is made to my letter of August 30, 1982 which transmitted an estimate of cost, prepared by the Bureau of Water Works, for the adjustment of water valve boxes; and to your Memorandum, dated September 8, 1982 which requested information as to change in conditions resulting in a need for a program change. Copies of my letter and your memo are enclosed.

The City of Portland's Department of Public Works was contacted for submission of additional information. The Department of Public Works has replied by letter dated October 13, 1982.

The City advises that in reviewing the City-wide project, they inadvertently overlooked the necessity of adjusting the water valve boxes on S.W. 3rd Avenue. After the project was let, they discovered that the full-width cold planning of S.W. 3rd Avenue would require adjustment of the water valve boxes. A copy of the City's letter is enclosed.

It is clear to the State that the water valve adjustment is required and is a project related cost.

Again, your approval of the actual cost agreement between the State and the Bureau of Water Works, confirmation of your advanced authorization to proceed with the work as of August 6, 1982, and participation in the relocation cost is requested.

RECEIVED TECHNICAL SERVICES
OCT 25 '82
REFER TO
FOR
Info
Invest
R/D
D/R
Sign
Act
File

JMC/DES/llr
Enclosure
cc: E. S. Hunter
Jack M. Cartwright
Gary Kennen

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
ROW 18-4

September 10, 1982

Mr. R. O. Schmidt
Highway Coordinator
Bureau of Street & Structural
Engineering
City of Portland
1120 SW 5th Avenue
Portland, OR 97204

Water Valve Box Adjustment
Bureau of Water Works
Arterial Street Overlay Project No. 3
S.W. 3rd Ave. (Burnside-Morrison)
Multnomah County
Project No. IX-0000(43)

Dear Mr. Schmidt:

The Bureau of Water Works estimate of cost, dated July 29, 1982, covering the cost of adjusting water valve boxes was submitted to the Federal Highway Administration (FHWA) on August 30, 1981 for approval of Federal participation in the adjustment cost. A request was also forwarded to FHWA on August 31, 1982 for a program change to include "Adjustment of Utilities."

A memorandum from FHWA, dated September 8, 1982, has been received which points out that the City's Utility Report, prepared by Steve Thomsen and transmitted by your letter of March 3, 1982, listed City of Portland (water) but indicated that there were no utilities eligible for reimbursement. Copy of FHWA memo is attached.

FHWA and the State Highway Division requests information as to the change in conditions that resulted in the request for reimbursement for the water valve adjustment.

Yours truly,

Jack M. Cartwright
Utility Relocation Coordinator

RECEIVED
TECHNICAL SERVICES
SEP 10'82
REFER TO
FOR
Info | Invest | R/D | D/R | Sign | Act | File

JMC/llr
cc: E. S. Hunter - w/att.
D. E. Swan - w/att.
Don Harwell - w/att.
Gary Kennen - w/att.

Form 734-3122

U.S. Department of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project IX-0000(43)
Arterial Streets Overlay #3
Portland, Oregon

Date: September 8, 1982

From: Division Administrator

Reply to Attn. of: HFO.6-OR

To: Mr. H. S. Coulter, State Highway Engineer

By letter dated August 31, 1982, Mr. Swan has requested approval of a program change and participation in the cost of adjusting water valve boxes on this project. The utility report prepared by Steve Thomsen was submitted with Mr. Cartwright's April 12, 1982, certification indicates no conflict and no utility companies eligible for reimbursement.

City water was specifically identified as one of the non-reimbursable utilities. Please advise as to the changed condition resulting in this requested program change.

G. K. Hansen
for Dale E. Wilken

RECEIVED
STATE HWY ENGR
SEP 9 '82
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

VICTOR ATIYEH
GOVERNOR

Department of Transportation

HIGHWAY DIVISION

TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

PRO 6-2

Date: August 31, 1982

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

From: D.E. Swan, P.E.
Program Control Engineer

Subject: Program Change
Project No. IX-0000(43)
Arterial St. (Portland) Overlay Project No. 3
Multnomah County

I request your approval of a program change on the subject project to include in the Character of Proposed Work, "Adjustment of Utilities", consisting of work by the City of Portland, Bureau of Water to adjust valve bores at an estimated total cost of $3,713 with Federal funds of $3,156.

Authorization to proceed with actual utility adjustments is being requested under separate action.

CL:bks

cc: Jack Cartwright
General Files

RECEIVED
[illegible] UTILITY UNIT

Form 734-3122

ROW 18-4

August 30, 1982

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

FROM: D. E. Swan
Program Control Engineer

SUBJECT: Water Valve Box Adjustment
Bureau of Water Works
City of Portland
Arterial Street Overlay Project No. 3
S.W. 3rd Avenue (Burnside-Morrison)
Multnomah County
Project No. IX-0000(43)

Here is a copy of an estimate of cost to adjust Bureau of Water Work's valve boxes dated July 29, 1982.

The water valves are located in City street right of way, therefore, the cost of adjustment is reimbursable.

The conflict was anticipated. The Bureau of Water Works was advised verbally of the conflict as soon as it was known. The relocation agreement will, therefore, consist of verbal notification of conflict, the estimate and sketch submitted herewith and our letter authorizing them to proceed with the work.

An appropriate permit for the utility's proposed relocation will not be issued as these are City owned facilities in City street right of way.

The State is not entitled to a credit for expired service life under the provisions of Paragraph 9b (1) (b) of PPM 30-4 as the relocation involves crossings of the project by the facilities.

There will be no betterment derived from the proposed adjustment of the Bureau's facilities.

Your approval of the actual cost agreement, as evidenced above, and confirmation of your advanced authorization to proceed with the work as of August 6, 1982 under the provisions of PPM 30-4 and 30-4.1 is requested. Estimated cost to the State is $3,713.

JMC/DEC/llr
Enclosure
cc: E. S. Hunter
Jack M. Cartwright
Gary Kennen

RECEIVED
SEP 1 1982
RR & UTILITY UNIT

Speed Message

To Mike Smith
ODOT

From Mel Mohning
City of Portland

Subject Contract No 9476

Date 8-11 1982

Enclosed is a copy of Water Bureau estimate for SW 3rd Ave. (Force Order No. 2)

RECEIVED
AUG 24 1982
RR & UTILITY UNIT

$ 3712.81

Signed Mel Mohning

WilsonJones
GRAYLINE FORM 44-940 2 PART
© 1976 • PRINTED IN U.S.A.

VICTOR ATIYEH
GOVERNOR

Department of Transportation

HIGHWAY DIVISION

Metro Region

5821 N.E. GLISAN STREET, PORTLAND, OREGON 97213

August 6, 1982

Telephone 238-8254
In Reply Refer to
File No.
726-1932

D. E. WILKEN
Division Administration
Equitable Center, Suite 100
530 Center Street N.E.
Salem, OR 97301

Attention: C. T. Christianson
Area Engineer

Subject: Federal Participation Eligibility Date
Portland Water Bureau Relocations
Arterial Street Overlay Project
(Portland Section)
Various City Streets

IX-0000(42)

Confirmation of your verbal authorization for the Portland Water Bureau to proceed with the adjustment of their valves and services, which are in conflict with this project as of August 6, 1982, is requested. The Water Bureau estimate is being processed through our Accounting Section and will be forwarded for your review and approval by separate letter. Federal participation in the cost of the relocation work is subject to FHWA's review and approval of the estimated cost.

Advanced Authorization Date of
August 6, 1982 is Approved

C. T. CHRISTIANSON, Area Engineer

GARY G. KENNEN
Metro Utilities Specialist

pa

cc Jack Cartwright
M. Mohning

RECEIVED
AUG 10 1982
RR. & UTILITY UNIT

AUG 9 1982

OREGON DIVISION

734-1896

PALMER NORSETH
CHIEF ENGINEER

Est. No. _____

Date 8/5/82

JOB ESTIMATE

Atlas Sheet _____

Job No. _____

For Adj CW's

Origin _____ Dated _____

LOCATION

SW 32nd Ave

LABOR				
Classification	Rate	Hrs	Amount	
Foreman	17.90	5	89	50
Mechanic	15.35	40	614	
Utility Worker	12.85	40	514	
Grademan				
Water Works Helper	11.90	40	476	
Common Laborer				
AEO #2	13.51	40	540	40
CEO #1				
CEO #2				
CEO #3				
Welder				
Welder Apprentice				
Carpenter				
Carpenter Apprentice				
Cement Finisher				
Cement Finisher App.				
Brick Mason				
Tar Man				
AEO on Tk. Mtd. Comp.				
Jackhammer Operation	1.15	40	46	
Depth over 6'				
Height over 15'				
CEO #1 on Backhoe				
10% Labor Adj. 22.72			227	72
(5) Total Labor		2537		99

ENGINEERING			
Design	Rate	Hr	Amount
Engineer			
Draftsman			
Inspector			
Survey Crew			
Eng. Material			
SUB-TOTAL			
EQUIPMENT			
Survey Truck			
Inspector Car			
SUB-TOTAL			
TOTAL ENGINEERING			

PAVEMENT REPAIR	
Kind	Sq. Ft.
By P/W Contractor	
PAVEMENT REPAIR COST	

Remarks:

Est. by [illegible] Date 8/5/82

Checked by _____ Date _____

CITY OF PORTLAND, OREGON

PALMER NORSETH
CHIEF ENGINEER

Est. No. _____

Date 8/5/82

JOB ESTIMATE

Atlas Sheet _____

Job No. _____

For Adj. Civs

Origin _____ Dated _____

LOCATION

SW 30th Ave -

MATERIAL

Quant.	Kind	Amount	
21	Ford Dt Gas Loader 78	166	95
5	Ton Cat Quix @ 16.50	82	50

OREGON DEPARTMENT OF TRANSPORTATION

HIGHWAY DIVISION

WORK OR CHANGE ORDER SUPPORTING DATA

PROJECT NAME (SECTION): Arterial Streets Overlay Project No. 3 (Portland)			CONTRACT NO.: 9476
HIGHWAY: City Streets	COUNTY: Multnomah		PREFIX: 326-1056
SUBMITTED BY (RESIDENT): Mel Mohning	DATE: 8-2-82	FOR ☐ REVIEW XX APPROVAL	F.A. PROJECT NO.: IX-0000(43)
SUBMITTED BY (REGION)	DATE	FOR ☐ REVIEW ☐ APPROVAL	TO ACCOMPANY (ORDER TYPE AND NUMBER): Force Work No. 2

WORK OR CHANGE HAS BEEN DISCUSSED WITH—

Mike Smith BY Mel Mohning ON 7-29-82

Dick Vrooman BY Mel Mohning ON 7-29-82

BY ON

BY ON

WORK OR CHANGE HAS BEEN DISCUSSED AND APPROVAL TO PROCEED OBTAINED FROM—

BY ON

BY ON

BY ON

FEDERAL HIGHWAY TENTATIVE APPROVAL OBTAINED FROM— SUBSTANTIAL CHANGE— ☐ YES; ☐ NO

BY ON

COST ESTIMATE, FORM 734-1877 IS ATTACHED— ☐ YES; ☐ NO; ☐ NOT APPROPRIATE
COSTS HAVE BEEN DISCUSSED WITH (Construction Cost Unit or Technical Services Section)—

BY ON

ORAL APPROVAL OF COSTS OBTAINED FROM (Construction Cost Unit or Technical Services Section)—

BY ON

NET EFFECT OF ORDER ON PROJECT	PROJECT AUTHORIZATION	ESTIMATE PROJECT COST WITH ORDER	OVERRUN
INCREASE DECREASE $ 0.00	$ 1,416,078.03	$ 1,416,078.03	0 %

ADDITIONAL INFORMATION THAT IS NOT INCLUDED ON ORDER (Additional Description; Who Requested; Why Necessary; Why Cost is not a Contractor Responsibility; Parties other than State or FHWA that will Share the Cost; Estimated Starting Date or Date Work Started; Emergency Work Prior to Approval; Estimated Effect on Project Time; Significant Discussions; References to Supporting and/or Attached Documents)—

Work To Be Done

Adjust water valves down before cold planing SW 3rd Avenue from Burnside to Morrison. Adjust back-up after or during overlay.

Reason For Work

Contractor cannot do work with utility facilities in way.

Cost Justification

Work by Water Bureau is a reimbursable item.

CHIEF OF FIELD OPS RECEIVED ME
CE PDM
CCA Metro Region TAM
SO PA EM LM

XC: C.T.

Marian Apt

☐ CONTINUED ON ADDITIONAL SHEET(S)

734-1882 (11-81)

Submit Original to Construction Branch

FORM U-342 (Rev. 3/79)

BUREAU OF WATER WORKS

1800 S.W. SIXTH AVENUE
PORTLAND, OREGON 97201

Telephone Numbers:
Engineering—248-4408
Permit Section—248-4448

PALMER NORSETH
Chief Engineer

ESTIMATE NO: 1726
DATE: 29 JUL 1982
ATLAS SHEET: 3029-3129

JOB ESTIMATE

Job No. _____

ESTIMATE FOR: ADJUSTING WATER FACILITIES

LOCATION: SW 3RD AVENUE - W BURNSIDE TO SW MORRISON STREET

ORIGINATOR: PERMIT DESK - DON BLASCHO INITIAL ESTIMATE DATED: - - -

NATURE OF WORK REQUIRING A COST ESTIMATE: ADJUST WATER FACILITIES AS NECESSARY IN CONNECTION WITH THE COLD PLANING AND OVERLAY PROJECT FOR SW 3RD AVENUE FROM W BURNSIDE STREET TO SW MORRISON STREET. WORK INCLUDES THE LOWERING OF FACILITIES FOR THE PROJECT AND THEN RAISING FACILITIES UP TO GRADE WHEN PROJECT IS COMPLETED.

This Estimate is Based on Approximate Information Due to Plans Submitted

Sw 3rd Ave Burnside to Morrison

in Area of Cold Planing

Approx 31 CI/DI Boxs Exist

To Lower and then to Raise as Required

RECEIVED
29 JUL 1982
RR & UTILITY UNIT

BACKFLOW PREVENTION DEVICE REQUIREMENTS

SERVICE	REQUIRED	VAULT PROVIDED BY	TYPE OF DEVICE—PROVIDED BY
	☐YES ☐NO	☐ CITY ☐ OWNER	☐ CITY ☐ OWNER
	☐YES ☐NO	☐ CITY ☐ OWNER	☐ CITY ☐ OWNER

☐ VAULT MAY BE LOCATED INSIDE BUILDING

☐ VAULT TO BE LOCATED ON PRIVATE PROPERTY AT THE PROPERTY LINE

APPROVED _____ Water Quality Engineer

ESTIMATE REQUESTED BY (Firm Name)	NAME & TELEPHONE No. OF CONTACT	MAILING ADDRESS
DEPARTMENT OF PUBLIC WORKS ✓	MEL MORNING	BUILDING 106
BUREAU OF STREET & STRUCTURAL ENGINEERING	796-7161 ✓	ROOM 838

REQUEST FOR ESTIMATE SUBMITTED BY: [illegible]

COMPILED LISTING OF CHARGES 3712.81
#ENG/CONST: 3712.81
SDC: _____
METER TEST FEE(S): _____
BACKFLOW TEST FEE(S): _____
CITY-PROVIDED METER: _____
REV ALLW (EXIST SVC): _____
*REV ALLW (NEW SVC): _____
†TOTAL ESTIMATED COST OF JOB $ 3712.81

APPROVED Date 8/24/82
IN COMPLIANCE WITH ACCOUNTING PROCEDURES
R. L. Evans
Utility Auditor
W. E. B.
Asst. Controller

ESTIMATED COST FOR ENGINEERING AND CONSTRUCTION

Material:	261.92
Labor:	2507.89
Equipment:	943.00
Pavement Repair:	
Engineering:	— —
Permits:	— —
SUB TOTAL:	#3712.81
PLUS 15% OVERHEAD:	Public Works No O/H
TOTAL ENG/CONST COST:	#3712.81

Submitted By: _____ Date: _____

Approved By: _____ Date: _____

*Building Permits required and services must be ordered at the time the main extension is ordered.

†Estimated cost only and difference will be refunded or billed as required except for new services in which case the applicant may elect to accept the estimated cost as a "firm price."

ESTIMATES ARE GOOD FOR 30 DAYS ONLY. THIS ESTIMATE IS VOID ON 29 AUG 1982

726-1932

CITY OF

PORTLAND, OREGON

DEPARTMENT OF PUBLIC WORKS

Mike Lindberg, Commissioner
Office of Public Works Administrator
621 S.W. Alder
Portland, Oregon 97205

MA PDM PDE PAM SPC
ODOT-METRO

MAR 0 8 1982

BM PAR PPC MLE T/A

City of Portland

March 3, 1982

ODOT-Metro
Attn: Robert Bothman
Metropolitan Engineer
5821 NE Glisan Street
Portland, Oregon 97213

RE: Arterial Street Overlay Project No. 3 (Portland)
FAU No. IX-0000(42)
Prefix No. 726-1932

Dear Mr. Bothman:

Transmitted herewith is the preliminary design for the subject project. The following items have been included for your review:

1) Engineer's Narrative
2) Underground Utility Report
3) Engineer's Estimate
4) Draft Special Provisions
5) One set of prints of the project plans
6) The original mylars of the project plans

If there are any questions or additional materials needed, please contact Steve Thomsen, Project Engineer, at 248-5377.

Sincerely,

R. O. Schmidt

R. O. Schmidt
Highway Coordinator
Bureau of Street & Structural Engineering

ROS:SET:mh

Enclosures

I have enclosures - Plans & Specs. being review for submittal - Narrative attached for info
Don Stanley

RECEIVED
APR 8 1982
RR & UTILITY UNIT

UNDERGROUND UTILITY REPORT
ARTERIAL STREET OVERLAY PROJECT (PORTLAND)
FAU NO. IX-0000(42)
PREFIX NO. 726-1932

This document is intended to serve as a guide to identifying the utilities that exist within the project area and any conflicts they present.

Utility Location

Due to the nature of the project the underground facilities for the utilities will not be shown on the plans. Manholes, valves, traffic signals, etc., are shown on the plans.

Utility Coordination

Utility coordination is the responsibility of the City of Portland. The utility companies have received copies of the preliminary plans and are mentioned in the project specifications. The utility companies are working to resolve any conflicts that exist.

Affected Utilities

The following organizations have existing utilities within the limits of the project:

1. Portland General Electric
2. Pacific Power & Light
3. Northwest Natural Gas Company
4. Pacific Northwest Bell
5. City of Portland (Water)

Utility Conflicts

There are no known utility conflicts at this point.

Reimbursement Eligibility

None of the utility companies are eligible for reimbursement.

Steve Thomsen
Project Engineer

SET:mm

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

PRO 6-2

Date: August 31, 1982

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

From: D.E. Swan, P.E.
Program Control Engineer

Subject: Program Change
Project No. IX-0000(43)
Arterial St. (Portland) Overlay Project No. 3
Multnomah County

I request your approval of a program change on the subject project to include in the Character of Proposed Work, "Adjustment of Utilities", consisting of work by the City of Portland, Bureau of Water to adjust valve bores at an estimated total cost of $3,713 with Federal funds of $3,156.

Authorization to proceed with actual utility adjustments is being requested under separate action.

CL:bks

cc: Jack Cartwright
General Files

Form 734-3122

NOTED
E. S. HUNTER

ROW 18-4

August 30, 1982

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

FROM: D. E. Swan
Program Control Engineer

SUBJECT: Water Valve Box Adjustment
Bureau of Water Works
City of Portland
Arterial Street Overlay Project No. 3
S.W. 3rd Avenue (Burnside-Morrison)
Multnomah County
Project No. IX-0000(43)

RECEIVED
TECHNICAL SERVICES
SEP 1 '82
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Here is a copy of an estimate of cost to adjust Bureau of Water Work's valve boxes dated July 29, 1982.

The water valves are located in City street right of way, therefore, the cost of adjustment is reimbursable.

The conflict was anticipated. The Bureau of Water Works was advised verbally of the conflict as soon as it was known. The relocation agreement will, therefore, consist of verbal notification of conflict, the estimate and sketch submitted herewith and our letter authorizing them to proceed with the work.

An appropriate permit for the utility's proposed relocation will not be issued as these are City owned facilities in City street right of way.

The State is not entitled to a credit for expired service life under the provisions of Paragraph 9b (1) (b) of PPM 30-4 as the relocation involves crossings of the project by the facilities.

There will be no betterment derived from the proposed adjustment of the Bureau's facilities.

Your approval of the actual cost agreement, as evidenced above, and confirmation of your advanced authorization to proceed with the work as of August 6, 1982 under the provisions of PPM 30-4 and 30-4.1 is requested. Estimated cost to the State is $3,713.

JMC/DEC/llr
Enclosure
cc: E. S. Hunter
Jack M. Cartwright
Gary Kennen

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

1. FEDERAL-AID PROJECT NO. IX-0000(43)

2. STATE PROJECT NO. See below

LETTER OF APPROVAL AND/OR AUTHORIZATION

3. FROM Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 20026

2A. COUNTY NAME Multnomah

6. TO

Mr. H. S. Coulter
State Highway Engineer
Oregon State Highway Division
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
6-9-82	Various FAU Routes	City Streets

10. GENERAL LOCATION:

Arterial Streets Overlay Project #3 (Portland)

11. GENERAL DESCRIPTION OF WORK

Permanent Pavement Striping

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- ☒ CONSTRUCTION PROCEED ON FORCE ACCOUNT BASIS
- ☐ OTHER *(Specify)*

13. REMARKS

As requested by Mr. Keasey's letter of 8-4-82, I withdraw my authorization granted at PS&E 4/21/82 to permit State Forces to perform the permanent pavement striping at a TEC of $3,500 - Federal funds $2,975.

Also, I approve the advance authorization date of 6-9-82 as requested in Mr. Keasey's letter of 8-4-82 as being in the public interest for the use of City Forces to proceed with the above work. State Force Order No. 3 representing work to be performed by City of Portland Forces is approved for a TEC of $3,425 - Federal funds $2,911.

RECEIVED
STATE HWY ENGR
AUG 12 '82
REFER TO
FOR
Info | Invest | R/D | Q R | Sign | Act | File

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
8/9/82	S. K. Hoosier	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

DATE: July 6, 1982

TO: Oregon Transportation Commission

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
Arterial Street Overlay Project No. 3 (Portland)
Portland City Streets
Contract No. 9476

This federal-aid paving project received favorable bids from the contractor and therefore additional funds, obligated by Metro Service District for this project, are still available.

The City of Portland had originally planned for the project to be approximately 11.9 miles in length. After the contract was awarded, the city requested that the project be increased by another 16.264 miles. A Price Agreement was negotiated for this added work at a cost of $369,866.89 or 42.1 percent. The work has not commenced and therefore the engineering and anticipated items are increased as per the original percentage allocation.

It is recommended that the project authorization be increased by $419,800.00 to a new total of $1,416,078.03 All of the increased cost is eligible for federal participation.

This matter will be on the consent calendar for the July 14 meeting.

OBJ:st

bc Fred D. Miller
R. W. Gormsen
George Bell
Robert N. Bothman
W. E. Schwartz
C. T. Keasey
V. E. Skoog
E. L. Hardt
D. H. Moehring

July 1, 1982

Mr. Dick Schmidt
State Highway Coordinator
City of Portland
Bureau of Street & Structural Engineering
621 S.W. Alder Street
Portland, Oregon 97205

Dear Mr. Schmidt:

We have approval from the Federal Highway Administration to increase the scope of work on the Arterial Street Overlay Project #3 by adding 16.264 miles of overlay.

The contractor has agreed to perform the additional work and it is estimated to cost approximately $419,800. The City Share (6%) of the additional work is $25,200.

Please submit the City share in the amount of $25,200 to the Local Government Investment Pool, Oregon State Treasurer.

Very truly yours,

ORIGINAL SIGNED BY
D. E. SWAN

D. E. Swan, P.E.
Program Control Engineer

dez:pt

cc w/AD # 82-26 Supp. #2: Jon Rose, Metro Region
Vern Skoog - Please return completed AD #82-26 Supp. #2 when advance deposit is made.

Payment not made by end of the week. Jon P.

7-11-82 Says Jon P. Sc
7-23-82 LGIP Says Jan

9476.

STATE OF OREGON

INTEROFFICE MEMO

Highway Construction 378-6318 FILE: CON 5

TO: W. E. Schwartz, P.E.
Asst. State Highway Engineer

DATE: July 1, 1982

FROM: O. B. Jackmond, P.E., P.L.S.
Contract Administration Engineer

SUBJECT: Request for Increase in Project Authorization
Arterial Street Overlay Project No. 3 (Portland)
Portland City Streets
Contract No. 9476

This federal-aid paving project received favorable bids from the contractor and therefore additional funds, obligated by Metro Service District for this project, are still available.

Multnomah County had originally planned for the project to be approximately 11.9 miles in length. After the contract was awarded, the County requested that the project be increased by another 16.264 miles. A Price Agreement was negotiated for this added work at a cost of $369,866.89 or 42.1 percent. The work has not commenced and therefore the engineering and anticipated items are increased as per the original percentage allocation. The prices negotiated are extensions at the contract unit bid prices and as such, approval of the PCRB ~~should~~ is not ~~be~~ required.

All of the increased project cost is eligible for federal participation.

A rough draft letter to the Transportation Commission is attached as is a copy of the Expected Overrun of Project Authorization form.

OBJ:HAM:mk

Attach.

cc: E. L. Hardt
Mike Smith
Melvin E. Mohning
Bob Church

RECEIVED
STATE HWY ENGR
JUL 1 '82
REFER TO
FOR
Info | Inves | R/D | D R | Sign | Act | File

81-125-1367

Contains Recycled Materials

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: IX-0000(43)
2. STATE PROJECT NO.: See below
2A. COUNTY NAME: Multnomah

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 20026

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

RECEIVED
STATE HWY ENGR
JUN 24 '82
REFER TO
FOR
Info
Inves
R/D
D R
Sign
Act
File

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
6/21/82	Various FAU Routes	City Streets

10. GENERAL LOCATION:

Arterial Street (Portland) Overlay Project #3

11. GENERAL DESCRIPTION OF WORK

Program change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☒ OTHER *(Specify)* Program change

13. REMARKS

As requested in Mr. Swan's 6/10/82 letter I approve the program change as follows:

1) Miles: Change to read "16.264".
2) Project Data: Add the following...

No.	FAU Rte.	Street Name	Section	Miles
15	9383	SW Terwilliger Blvd.	Barber-Capitol Hwy.	0.765
16	9404	SW Multnomah Blvd.	Capitol Hwy.-Barber	0.815
17	9305	NW Thurman St.	22nd - 34th	0.889
18	9380	SW Arthur St.	Front - 4th	0.294
19	9808	SE Belmont St.	39th - 55th	0.740
20	9757	SE 52nd Ave.	Harold - Duke	0.500
21	9858	NE Halsey St.	84th - 92nd	0.367
			TOTAL	16.264

Also, as requested in Mr. Swan's letter of 6/10/82 I approve the revised Construction Costs to a TEC of $1,416,086 Federal Funds $1,203,673.
(Increase TEC $419,808 Federal Funds $356,837 Appn Code 580)

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
6/21/82	R. K. Krasner	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO 6-2

June 10, 1982

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: D.E. Swan, P.E.
Program Control Engineer

SUBJECT: Program Change
Item No. 20026
Project No. IX-0000(43)
Arterial St. (Portland) Overlay Proj. No. 3
Multnomah County

I request approval of a program change to enlarge the scope of the project requiring modifications as indicated below:

1) Miles: Change to read "16.264".
2) Project Data: Add the following...

No.	FAU Rte.	Street Name	Section	Miles
15	9383	SW Terwilliger Blvd.	Barber-Capitol Hwy.	0.765
16	9404	SW Multnomah Blvd.	Capitol Hwy.-Barber	0.815
17	9305	NW Thurman St.	22nd - 34th	0.889
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20	9757	SE 52nd Ave.	Harold - Duke	0.500
21	9858	NE Halsey St.	84th - 92nd	0.367
			TOTAL	16.264

The contractor has agreed to perform the additional work at present contract unit bid prices except the lump sum items will be increased by a percentage. Therefore, it is estimated the additional cost will add approximately $419,808 to the contract.

6-30-82
Additional [illegible]
Adv. Dir. [illegible]

Form 734-3122

This request is based on the fact the project under-run the allotted amount set forth in the FY '82 AE/TIP. Hence, the City has requested the work be expanded to encompass these additional streets to utilize these transfer funds.

Upon your approval of this program change the Construction Section will forward the proper documents under separate action.

JLG:bkc

cc: C.T. Keasey

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO 6-2

June 10, 1982

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

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Program Control Engineer

SUBJECT: Program Change
Item No. 20026
Project No. IX-0000(43)
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Form 734-3122

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Upon your approval of this program change the Construction Section will forward the proper documents under separate action.

JLG:bkc

cc: C.T. Keasey

May 14, 1982

ACC

Mr. Dick Schmidt
State Highway Coordinator
City of Portland
Bureau of Street & Structural Engineering
621 S.W. Alder Street
Portland, Oregon 97205

Dear Mr. Schmidt:

On May 13, 1982 we received a satisfactory bid from Cascade Construction Co., Inc., P.O. Box 4267, Portland, Oregon 97208 for the Arterial Street Overlay Project No. 3.

We estimate the financial sharing of the construction cost will be:

Contractor's Bid	$874,478.00
Anticipated Additional Item:	
Permanent Pavement Striping	3,500.00
SUBTOTAL	$877,778.00
Contingencies (4 1/2%)	39,500.01
Engineering by City	- 0 -
Basis for Computation of City Share	$917,278.01

City Share: 6% of $917,278 =	$ 55,050
Less Early Deposit (rec'd 5-5-82)	38,050
BALANCE DUE FROM CITY	$ 17,000

Please submit the balance of your advance deposit in the amount of $17,000 to the Local Government Investment Pool, Oregon State Treasurer.

Very truly yours,

6-10-82
Jon Rose has $17,000 Check. G

D. E. Swan, P.E.
Program Control Engineer

NEH:pf

bcc w/AD # 82-26 Supplemental:
Jon Rose, Metro Region
Vern Skoog - Please return completed AD # 82-26 Supplemental when advance deposit is received.

9176

April 26, 1982

ACC

Mr. Dick Schmidt
State Highway Coordinator
City of Portland
Bureau of Street & Structural Engineering
621 S.W. Alder Street, Room 725
Portland, Oregon 97205

Dear Mr. Schmidt:

We have advertised the Arterial Street Overlay Project No. 3 of various city streets for bid opening on May 13, 1982.

We estimate the financial sharing of the construction cost will be:

Estimated Construction Cost	$975,680
Less Federal Funds (85%)	829,328
Less State Share (9%)	87,812
CITY SHARE (6%)	$ 58,540

EARLY DEPOSIT: 65% of $58,540 = $38,050

Immediately following award of the contract, we will request the remainder of the City's share.

On the attached sheet are described three options for making an advance deposit. Please use the option of your choice.

Very truly yours,

ORIGINAL SIGNED
D. E. SWAN

D. E. Swan, P.E.
Program Control Engineer

KEH:pf
Attachment

bcc w/AD # 82-26: Jon Rose, Metro Region
Vern Skoog - Please return completed AD # 82-26 when advance deposit is received.

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: IX-0000(43)

2. STATE PROJECT NO.: See below

3. FROM
Dale E. Wilken, Division Administrator
FHWA Oregon Division
Salem, Oregon

4. PROGRAM NO.:

5. ITEM NO.: 20026

2A. COUNTY NAME: Multnomah

6. TO

Mr. H. S. Coulter, State Highway Engineer
Oregon State Highway Division
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
4-21-82	Various FAU Routes	City Streets

10. GENERAL LOCATION:

ARTERIAL STREETS (Portland) OVERLAY PROJECT NO. 3

11. GENERAL DESCRIPTION OF WORK

Pavement Overlay

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- [ ] PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- [ ] PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- [ ] ACQUISITION OF RIGHT-OF-WAY
- [XX] CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- [ ] CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [XX] OTHER *(Specify)*
  Permanent Pavement Striping, S.F.
  $3,500

13. REMARKS

After concurrence in award, you are authorized to proceed with those items listed above as shown in your Estimate.

Mr. Swan's April 16, 1982 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $986,690; Federal funds $838,686.

A signed copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
APR 28 '82
REFER TO
Mechanical
FOR

Into	Inves	R/D	D/R	Sign	Act	File

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
4-21-82	D. K. Swan	For Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

PRO 6-2

April 13, 1982

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: D.E. Swan, P.E.
Program Control Engineer

SUBJECT: Project Data Submission
Item No. 20026
Project No. IX-0000(43)
Arterial St. (Portland) Overlay Project No. 3
Multnomah County

Attached support data consists of PR-1 form and project maps for the subject project.

It is the Oregon State Highway Division's present intention to receive bids for this project on May 13, 1982.

This project is based on the March 27, 1980 letter to you from the Director of The Oregon Department of Transportation.

JLG:bkc
Attachments

cc: Ed Hardt (Metro)
Earl Mershon (Metro)
Jon Rose (Metro)
Gary Zehner w/att.
General Files

Form 734-3122

Budget Bureau No. 41-R20

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W. O.

FORM PR-1 (REV. 4-61)

April 13, 1982

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

CARD 2 — REPORT NUMBER (19)(20) — PROJECT LOCATION *(45 typewriter spaces)*: Citywide (Portland) (21)(65)

ADT — PRESENT: N/A — FUTURE: ---- — YEAR: ---- (66)(70)(71)(72)

REGION: 10 — STATE NAME: Oregon

CARD 3 — CHARACTER OF PROPOSED WORK *(35 typewriter spaces)*: H.T. Pavement Overlay (3R) (26)(62) — NATL. FOREST (63)(65) — FH ROUTE NO. (66)(68) — SUPV AGCY (69) — DA CLASSIF. (70) — DA AREA (71)(72) — EMERG. YR. (72)(73) — PL. AUTH YR (74)(75)

PROJECT NUMBER — PREFIX LETTER(S): IX- (14)(28) — NUMBER: 0000 (7)

CARD — CLASS OF FEDERAL FUNDS: Interstate Transfer Grants, UMTA — COUNTY NAME: Multnomah

NAME OF URBAN AREA (17-31): Portland — ROUTE NO. U — FEDERAL-AID: Various * (32) — STATE: City St. (96)(97) — U.S.: ---

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	WORK CLASS	WORK TYPE (42-46)	STEP (53)	TERMINI (Full description)	MILES (54)(59)	TOTAL ESTIMATED COST (59)(66)	FEDERAL FUNDS (85%) (67)(70)	STATE FUNDS (9%)	OTHER FUNDS (6%)
1	(1-4)(5)	(16)	41	42								
5					PE							
5					ROW							
5					CONST (CODE) 6201		"Arterial St. (Portland) Overlay Project No. 3"	11.894	975,700	829,345 (I-505)	87,813	58,542
								11.894	975,700	829,345	87,813	58,542

PROJECT TOTALS

CARD 1	CODE 1	PREPARED BY	JLG
1	14	PROGRAM APPROVAL DATES	9-25-81

REMARKS (18)(23)(24)(33)

Additional Data: Item No. 2[illegible] No. IX-000[illegible]

*See Project Data on back.

7261932

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

FORM PR-1 (REV. 4-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

April 13, 1982

LOCATION (45 typewriter spaces)	ADT	PRESENT	FUTURE	YEAR	REGION	STATE NAME	STATE CODE	APPN CODE	ITEM NO.
Citywide (Portland)		N/A	----	----	10	Oregon	41	580	20026

K (35 typewriter	NATL. FOREST	FM ROUTE NO.	SUPV AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PROJECT NUMBER PREFIX LETTER(S)	NUMBER	SEQ. NO.	T. Projects Only POST MI.	DESIG.
lay (3R)								IX-	0000	(43)		

nterstate Transfer Grants, UMTA	COUNTY NAME	CODE	PROGRAM STAGE
Portland	Multnomah	051	1 OR 2

ROUTE NO.	FEDERAL-AID	STATE	U.S.
U	Various *	City St.	----

RK TYPE	STEP	TERMINI (Full description)	MILES	ESTIMATED PROJECT COST BY PHASES: TOTAL ESTIMATED COST	FEDERAL FUNDS (85%)	STATE FUNDS (9%)	OTHER FUNDS (6%)	CHARACTER OF PROPOSED WORK (Full description)
W								
IST		"Arterial St. (Portland) Overlay Project No. 3" (I-505)						
1			11.894	975,700	829,345	87,813	58,542	
		PROJECT TOTALS	11.894	975,700	829,345	87,813	58,542	

JLG

AL DATES

9-25-81

*See Project Data on back.

REMARKS

Additional Data: Item No. 20026; Project No. IX-0000(42).

-over

USCOMM DUSCOMM-DC 48905-P61

Remarks - continued

Project Data: Work consists of high-type pavement overlay with selective base and surface repair prior to overlayment and incidental work common to this type of project on the following existing city arterial streets listed below:

No.	FAU Route	Street Name	Section	Miles
1	9911	NE 42nd Ave.	Hancock-Wistaria	0.465
2	9317	NW 23rd Ave.	Overton-Thurman	0.252
3	9795	SE Ladd Ave.	Division-Hawthorne	0.665
4	9793	SE Holgate Blvd.	28th-34th	0.386
5	9793	SE Holgate Blvd.	52nd-67th	0.674
6	9793	SE Holgate Blvd.	82nd-92nd	0.483
7	9819	NE 28th Ave.	Glisan-Broadway	0.471
8	9932	NE Alberta St.	Union-28th	1.178
9	9769	SE 26th Ave.	Holgate-Powell	0.521
10	9765	SE Milwaukie Ave.	Powell-Yukon	1.523
11	9347	SW 3rd Ave.	Morrison-Burnside	0.338
12	9364	SW Taylor St.	Front-6th	0.313
13	9918	NE Prescott St.	Union-42nd	2.012
14	9944	NE Killingsworth St.	Albina-42nd	2.613
			TOTAL	11.894

Accommodation of Utilities: A State-City Agreement No. 7623 was executed 3-30-82 in compliance with paragraph 6d(1), PPM 30-4.1 (FHPM 6-6-3-2).

Maintenance: A State-City Agreement No. 7623 was executed 3-30-82 in compliance with Section 116, Title 23, U.S.C.

NOTE: 1) This project is in Congressional District No. 1 and 3.
2) Included in MSD FY '82 AE/TIP on page 34, No. 23 and in 6 YR HIP on pg. 69 the 7th line from bottom.
3) On-the-job trainees, as set forth in FHPM 6-4-1, on this project will be determined at PS&E stage and the number stipulated in the PS&E documents.

Section Arterial Street Overlay Project No. 3 (Portland) Programming Estimate $ _____

Highway Various City Streets Proj Length 11.9

County Multnomah Completion Time 120 Calendar Days

Kind of Work Paving Est. Comp. Date 10-11-82

Prefix 726-1932-921 Letting Date May 13, 1982 Project No. 1X-0000(43)

ESTIMATED CONSTRUCTION AUTHORIZATION

Estimated Contract Amount . . . . $ 856,127.80

Anticipated Additional Items:

Royalty Payment		
Permit Fees		
Slide Correction		
Railroad Protective Costs		
Other Railroad Costs		
Permanent Signing		
Permanent Pavement Striping	3,500.00	
Temporary Pavement Striping		
Remove Pavement Striping (Exist. & Temp.)		
Temporary Erosion Control		
State Furnished _____		
Roadside Seeding & Mulching		
Asphalt Cement Adjustment		
On the Job Trainees ($0.80 x _____ hrs.)		
State Responsibility for Damages		
Signal Controller Testing		
"OPTICOM" Testing		
Bikeway Signs		
Bikeway Striping & Legend		
_____		
_____		
Adjust Utilities		
_____		
_____		
_____		
		$ 3,500.00

Subtotal	$	859,627.80
Contingencies (4-1/2%)		38,683.25
Engineering (8, 9, 10%)		77,366.50
Subtotal	$	975,677.55
Credit for _____		
Estimated Net Authorization, Construction	$	975,677.55

APPROVED CC: Jon Rose
Earl Hershon

Rec'd. 4-12-82
E

FY 82
OK

Road Design Engineer

Rev. 11/81

OREGON STATE HIGHWAY DIVISION

Section: Arterial Street Overlay Project No. 3 (Portland) | County: Multnomah | Sheet 1 of 1

Kind of Work: Paving | Length: 11.9 | Date: 3/29 | Name: Bergstedt

No.	Item	Code	Unit	Quant.	Unit Cost	Total
	Mobilization		All	All	(4%)	34,000.00
	Temporary Protection and Direction of Traffic		All	All	—	25,000.00
	Flagmen Roadwork		Hour	1,500	22.50	33,750.00
	Removal of Surfacing		Sq. Yd.	3,924	5.00	19,620.00
	Cold Plane Pavement Removal		Sq. Yd.	62,352	1.75	109,116.00
	General Excavation		Cu. Yd.	100	8.50	850.00
	1½"–0 Aggregate Base		Cu. Yd.	696	15.50	10,788.00
	Sealing Pavement Cracks		Lin. Ft.	3,724	1.70	6,330.80
	Class "C" Asphalt Concrete Mixture		Ton	21,126	15.50	327,453.00
	Class "C" Asphalt Concrete Mixture in Leveling		Ton	3,890	15.50	60,295.00
	Asphalt Cement in Mixture		Ton	1,375	164.00	225,500.00
	Adjusting Manholes with Riser Rings		Each	175	95.00	16,625.00
	Adjusting Manholes Re-setting Frames		Each	28	175.00	4,900.00
	Adjusting Inlets		Each	50	155.00	7,750.00
	Adjusting Boxes		Each	10	75.00	750.00
	Subtotal					899,727.80
	*Salvage Cold Plane Grindings (Minus)		Ton	6,650	-4.00	-26,600.00
						856,127.80
	* Credit to Project					
			Total			$ 856,127.80

734-1736 (8-81)

April 7, 1982

City of Portland
1220 S.W. Fifth Avenue
Portland, OR 97204

AGR

Attention: George Yerkovich
Auditor

MISC. CONTRACTS and
AGREEMENTS No. 7623

Gentlemen:

Attached for your records are two fully executed copies of an agreement for the Arterial Street Overlay Project No. 3.

We have retained a fully executed copy of this agreement for the Transportation Commission's files.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

fkn

Att.

bc Don Harwell (agree. att.)

STATE OF OREGON
HIGHWAY DIVISION

INTEROFFICE MEMO

ACC

DATE: December 2, 1981

TO: H. S. Coulter
State Highway Engineer

FROM: D. E. Swan
Operation Programming Engineer

SUBJECT: Proposed Interstate Transfer Project

Portland is requesting approval of a $1,450,000 project to construct overlays on their arterial Federal-Aid Urban routes. This is the third project of an ongoing program to upgrade the city street system. The specific streets to be overlaid will be selected during the preliminary engineering phase of the project. City will perform the preliminary and construction engineering. This project will be funded from the FAU replacement category and will be matched by 9 percent State and 6 percent City funds. In summary:

Jurisdiction	Section	Total Est. Cost	Federal Funds	State Share	City Share
Portland	Arterial Street Overlay Project No. 3	$1,450,000	$1,232,500	$130,500	$87,000

Metro and this office investigated the proposed project confirming its validity and financing utilizing Interstate Transfer Funds withdrawn from the I-505 Freeway. I recommend your approval and request you authorize this project under delegated authority.

APPROVED BY:

State Highway Engineer

Date 12-3-81

GEZ:pf

OREGON STATE HIGHWAY DIVISION
120 DOT Building
Salem, Oregon 97310

Highway # 726

Attention: Right-of-Way Section

Subject: Federal Aid Project No. IX-0005(42) Prefix 726-1932

Project Name Arterial Street Overlay Project #3 (Part.)
Various City Streets

Regarding the above referred to federal aid project, we hereby certify that to the best of our knowledge and belief:

A. Existing Right-of-Way

[X] 1. All construction can be accomplished completely within the existing right-of-way. This existing right-of-way was acquired prior to January 2, 1971.

B. New Right-of-Way

[ ] 1. This project required additional right-of-way purchased after January 2, 1971. Right-of-way, easements, or rights-of-entry required for this project have been secured in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and all incidental charges related to the transfer of property will be paid by the city in accordance with said Act.

[ ] a. There has been no displacement of persons from residences, farms or businesses.

OR

[ ] b. There has been displacement of persons from either residences, farms or businesses and in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, displaced persons, businesses, or farm operations have been provided relocation payments, if eligible, and relocation assistance. Displaced individuals or families have been relocated to decent, safe and sanitary housing or have been offered decent, safe, sanitary and fair housing immediately available on the open market.

C. Utilities

[ ] 1. The occupancy and/or adjustment of existing utilities within the right-of-way of the above referred to federal aid project have been authorized by permit, franchise, or other approved procedure.

Signed at Portland, Oregon, this 1st day of April, 1982

City of Portland

Richard O. Schmidt
Highway Coordinator

Certified By:

Steve Sun
Regional Right-of-Way Supervisor

Date 4/13/82

Instructions: Complete A or B and C.

R/W File No.

CITY OF

PORTLAND, OREGON

OFFICE OF CITY AUDITOR

George Yerkovich, City Auditor
1220 S.W. 5th, Rm. 202
Portland, Oregon 97204
(503) 248-4078

March 16, 1982

MA PDM PDE FFM SPC
ODOT - METRO

MAR 17 1982

BM PAR PPC FILE T/A

Jon Rose, Regional Federal Aid Engineer
Oregon State Dept. of Transportation
5821 N. E. Glisan
Portland, Oregon 97213

Dear Mr. Rose:

Enclosed are quadruplicate copies of agreement for providing for design, construction, maintenance and finance of the Portland Arterial Street Overlay Project, as authorized by Ordinance No. 152960.

Will you please have the proper officials sign all four copies of the agreement which have already been executed by the City of Portland officials, and return two (2) copies to the Auditor, Room 202, City Hall, Portland, 97204.

Your prompt attention to this matter will be appreciated.

Very truly yours,

George Yerkovich

Auditor of the City of Portland

From Metro JON ROSE | Date 3-17

To BUZ SWAN

Proj. Mgmt. Traffic Region I Accounting

Comment: Here are 4 copies of the subject agreement, signed by City officials and approved by the Metro Region Engr.

Please process.

Jon Rose

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-8226
Date: March 10, 1982

File No: 726-1932

TO FRANK TERPIN
Location Engineer

FROM JAMES D. MCCLURE
Project Development Manager

SUBJECT Arterial Street Overlay Project No. 3
Project Submittal

Transmitted to you are the original mylar plans with one set of prints and draft special provisions for the project. Also included for your review are the engineer's narrative, underground utility report, engineer's estimate, and the project checklist.

The project is now on the June 24, 1982 letting schedule. The project plans and specifications are very similar to the arterial street overlay project number two, contracted last year. The exceptions are noted in the engineer's narrative. The City has requested that any minor revisions to the plan sheets necessary to prepare them for contract be made by the ODOT Design shop.

The one missing mylar plan sheet is identical to sheet 11 of the arterial street overlay project number two plans, contracted last year. The contract plan identification number for that project is 15V237. That plan sheet may be used with a change in the sheet number and project number.

to City 3-12-82

JDM:DF:pa

Enclosures

cc Hal Versteeg
Lyle Watson
Don Fantz

3-12-82
Rec'd.
Ok.

RECEIVED
MAR 10 1982
LOCATION
SECTION

Est. - 1,394,165
FF - 1,185,040
FF Auth. - 1,213,750 (1982)

726-1932

CITY OF

PORTLAND, OREGON

DEPARTMENT OF PUBLIC WORKS

Mike Lindberg, Commissioner
Office of Public Works Administrator
621 S.W. Alder
Portland, Oregon 97205

MA DDM PDT RMA SPC
ODOT-Metro

MAR 0 8 1982

DM PAR PDC FILE T/A

March 3, 1982

ODOT-Metro
Attn: Robert Bothman
Metropolitan Engineer
5821 NE Glisan Street
Portland, Oregon 97213

RE: Arterial Street Overlay Project No. 3 (Portland)
FAU No. IX-0000(42)
Prefix No. 726-1932

Dear Mr. Bothman:

Transmitted herewith is the preliminary design for the subject project. The following items have been included for your review:

1) Engineer's Narrative
2) Underground Utility Report
3) Engineer's Estimate
4) Draft Special Provisions
5) One set of prints of the project plans
6) The original mylars of the project plans

If there are any questions or additional materials needed, please contact Steve Thomsen, Project Engineer, at 248-5377.

Sincerely,

R. O. Schmidt

R. O. Schmidt
Highway Coordinator
Bureau of Street & Structural Engineering

ROS:SET:mh

Enclosures

I have enclosures - Plans & Specs. being review for submittal - Narrative attached for info
Don Stanley

ENGINEER'S NARRATIVE
ARTERIAL STREET OVERLAY PROJECT NO. 3 (PORTLAND)
FAU NO. IX-0000(42)
PREFIX NO. 726-1932

This documentation is intended to serve as a guide to the preliminary engineering on this project.

Project Description

The project will rehabilitate FAU designated arterial streets within the City of Portland.

The scope of this work will include cold planing portions of the existing A.C. pavement, repair of existing base and sub-base structural deficiencies, adjustment of incidental structures, and constructing an asphalt overlay.

Project Development

The streets requiring rehabilitation were selected from two consultant studies, Novak, Dempsey and Associates and TEI (Testing, Engineers Incorporated). A major list of city streets were analyzed by selective core drilling and dynaflect measurements. From this study a list of streets by priority was obtained. Those streets with utility conflict were eliminated as were streets of lower priority because of budget limitations. The dynaflect deflection values were converted to equivalent Benkelman Beam deflections. (See attached calculations.)

Where an 1.5-inch overlay is not required for structural adequacy, a 1.5-inch overlay is necessary to obtain a smooth riding surface over non-structural and intermittent structural deficiencies.

The streets were also field checked to identify intermittently spaced areas requiring rehabilative measures for structural, non-structural deficiencies and to locate incidental structures.

Areas with structural deficiencies will require the removal of roadway surfacing and base material with possible areas of sub-base removal. The roadway will then be reconstructed using 1½"-0 aggregate base and A.C. pavement.

Areas of non-structural deficiencies include wheel ruts, depressed or broken utility cuts, cracked and open textured surfaces, high crowns, high cross-slopes at intersecting streets, and drainage problems. These non-structural deficiencies will be corrected mainly by cold plane profilling and/or shaping with A.C. pavement.

After the correction of structural and non-structural deficiencies the surface will receive a min. 1½" nom. asphalt concrete overlay or a thickness required for structural adequacy. This overlay will restore the rideability, seal the surface, and improve drainage. The restoration of rideability is of particular concern in an urban environment, where homes and commercial buildings are in close proximity to the streets. The high density pattern of utility patches

does more than cause driver discomfort and threaten vehicle control. The high traffic volumes and surface conditions in some areas combine to affect the comfort of residents and structural integrity of their property.

The asphalt thickness is intended as a guide to determine quantities of asphalt concrete pavement. The actual measured thicknesses may vary from a low of 1/2-inch along some sections of curb and high crowns to a high of 2-1/2-inches in some depressions. Class "C" mix, with 100 percent passing the 3/4-inch sieve, should be specified to meet the requirements of thin sections and a water-tight smooth riding surface.

Bid Items

Following are changes in this year's Arterial Overlay Project:

- Cold planing will be covered under one bid item rather than two separate items (i.e. partial width and full width) for this overlay project since the amount of full width cold planing is not large enough to provide a separate full width bid item.

- A recycling option has been added to the project so that the cold plane grindings can be utilized to reduce the cost of paving. The contractor may recycle up to 30% by weight of the grindings in the mix. With the mix design to be provided by the State.

- A bid item for salvage cold plane grindings has been added in an attempt to protect both the City/State and the contractor from variations in cold plane grinding quantities which might arise from differences in actual quantities as compared to estimated quantities, i.e. variations in grinding depth, cold planer width, and cold plane area revisions during actual field marking.

- On past projects the contractor would perform cold planing prior to base repair work. This would leave hazardous abrupt edges and ruts until base repair work was finished and the leveling courses added to the cold planed areas. This year's specifications require the contractor to perform base repair work prior to cold planing the street. The advantage to this is increasing public safety by shortening the length of time the street is under cold plane construction. The disadvantage is the surface of some base repair areas are cold planed removing newly laid A.C.

Utility Conflicts

All utilities have been notified of the project and any conflicts will be re-

solved before or during the construction period. All utility coordination will be the responsibility of the City of Portland.

Drainage

Cold planing the asphalt along curbs and around existing inlets will improve or maintain existing drainage. Inlets will be adjusted when they are excessively off-grade after completion of the A.C. overlay.

Traffic Control and Striping

Traffic control during construction will be the responsibility of the contractor as called for by the plans and special provisions. Permanent striping will be done by City forces upon completion of the A.C. overlay.

Please direct any questions or comments to Steve Thomsen at 621 S.W. Alder, Room 610, Portland, Oregon 97205, or phone 248-5377.

UNDERGROUND UTILITY REPORT
ARTERIAL STREET OVERLAY PROJECT (PORTLAND)
FAU NO. IX-0000(42)
PREFIX NO. 726-1932

This document is intended to serve as a guide to identifying the utilities that exist within the project area and any conflicts they present.

Utility Location

Due to the nature of the project the underground facilities for the utilities will not be shown on the plans. Manholes, valves, traffic signals, etc., are shown on the plans.

Utility Coordination

Utility coordination is the responsibility of the City of Portland. The utility companies have received copies of the preliminary plans and are mentioned in the project specifications. The utility companies are working to resolve any conflicts that exist.

Affected Utilities

The following organizations have existing utilities within the limits of the project:

1. Portland General Electric
2. Pacific Power & Light
3. Northwest Natural Gas Company
4. Pacific Northwest Bell
5. City of Portland (Water)

Utility Conflicts

There are no known utility conflicts at this point.

Reimbursement Eligibility

None of the utility companies are eligible for reimbursement.

Steve Thomsen
Project Engineer

SET:mm

PRELIMINARY ENGINEER'S ESTIMATE

ARTERIAL STREET OVERLAY PROJECT #3 (PORTLAND)
FAU NO. IX-0000(42)
PREFIX NO. 726-1932

FEBRUARY 1982

Item No.	Items of Work and Materials	Unit	Quantity	Unit Price	Total $
1.	Mobilization	All	All	36,000.00	36,000
2.	Temporary Protection & Direction of Traffic	All	All	25,000.00	25,000
3.	Flagperson	Hr's	1,500	25.00	37,500
	ROADWORK				
4.	Removal of Pavement & Base	S.Y.	3,924	5.50	21,582
5.	Cold Plane Pavement Removal	S.Y.	62,343	6.50	405,230
6.	General Excavation	C.Y.	100	5.00	500
7.	1½"-0 Aggregate Base	C.Y.	696	15.50	10,788
8.	Class "C" A.C. Mix	Tons	19,832	17.00	337,144
9.	Class "C" A.C. Mix in Leveling	Tons	3,893	19.00	73,967
10.	A.C. Cement in Mixture	Tons	1,505	170.00	255,850
11.	Adjusting Manholes with Riser Rings	Each	175	130.00	22,750
12.	Adjusting Manholes Re-setting Frame	Each	28	250.00	7,000
13.	Adjusting Inlets	Each	50	200.00	10,000
14.	Adjusting Boxes	Each	10	110.00	1,100
15.	Sealing Pavement Cracks	L.F.	3,724	2.00	7,448
16.	Salvage Cold Plane Grindings	Tons	6,651	-4.00	-26,604
				TOTAL CONTRACT ITEMS	1,225,255
	ANTICIPATED ITEMS				
	Pavement Stripping				3,500
	Construction Engineer @ 9%				110,273
	Contingency @ 4.5%				55,137
				ESTIMATED TOTAL AUTHORIZATION	1,394,165

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-8226
Date: March 10, 1982

TO: FRANK TERPIN
Location Engineer

File No: 726-1932

FROM: JAMES D. MCCLURE
Project Development Manager

SUBJECT: Arterial Street Overlay Project No. 3
Project Submittal

Versteeg ✓
Anderson
Adams Copy to FT
Olso
Sullivan
Terpin
Trobe
Watson

RECEIVED
MAR 10 1982
ROAD DESIGN SECTION

Do Not File
Return To
Bring Up
Action

Transmitted to you are the original mylar plans with one set of prints and draft special provisions for the project. Also included for your review are the engineer's narrative, underground utility report, engineer's estimate, and the project checklist.

The project is now on the June 24, 1982 letting schedule. The project plans and specifications are very similar to the arterial street overlay project number two, contracted last year. The exceptions are noted in the engineer's narrative. The City has requested that any minor revisions to the plan sheets necessary to prepare them for contract be made by the ODOT Design shop.

The one missing mylar plan sheet is identical to sheet 11 of the arterial street overlay project number two plans, contracted last year. The contract plan identification number for that project is 15V237. That plan sheet may be used with a change in the sheet number and project number.

JDM:DF:pa

Enclosures

cc Hal Versteeg
Lyle Watson
Don Fantz

NOTE: SHADED AREAS TO BE COMPLETED IN SALEM OFFICE

LOCATION PROSPECTUS
OREGON DEPARTMENT OF TRANSPORTATION
LOCATION UNIT

DATE

PREFIX

1 IDENTIFICATION

PROJECT NAME: Arterial Street Overlay Project No. 3

HIGHWAY NAME: City Arterial Streets

HIGHWAY NUMBER: N/A

REGION	ADMINISTRATIVE DISTRICT	COUNTY	CITY
1	2B	Multnomah	Portland

LENGTH	MILEPOST NUMBER		
Unknown	TO	☐ RURAL	☒ URBAN

LOCAL GOVERNMENT PROJECT? ☒ YES ☐ NO

IF YES, UNIT OF GOVERNMENT: City of Portland

TYPE OF FUNDS: ☐ FAI ☐ FAP ☐ FAS ☐ STATE ☐ FAUS ☒ OTHER FAIX

METHOD OF CONSTRUCTION: ☒ CONTRACT ☐ STATE FORCE ☐ OTHER

TYPE OF WORK: ☐ GRADING ☒ PAVING ☐ STRUCTURE ☐ SIGN ☐ SIGNAL ☐ ILLUMINATION ☐ ROADSIDE IMPROVEMENT ☐ OTHER

PROJECT DESCRIPTION

Overlay the pavement on selected FAU routes in the City of Portland. This is the third annual project in an on-going overlay program for FAU routes. The specific streets to be included in this project will be identified during preliminary engineering.

2 - TRAFFIC DATA

EXISTING AVERAGE DAILY TRAFFIC (YEAR-VOLUME)	PROJECTED AVERAGE DAILY TRAFFIC (YEAR-VOLUME)
Varies	

LEVEL OF SERVICE	A	B	C	D	E	F
EXISTING	☐	☐	☐	☐	☐	☐
PROPOSED	☐	☐	☐	☐	☐	☐

DESIGN SPEED (MPH)	DESIGN STANDARDS	TRAFFIC ANALYSIS
Varies	AASHTO	☐ LIGHT ☐ MEDIUM ☐ HEAVY

APPROVED

Location Engineer

Date 12-30-81

3 - FEATURES

	EXISTING NUMBER AND WIDTH	PROPOSED NUMBER AND WIDTH
TRAVEL LANES	Varies	No Changes
SHOULDERS		
MEDIANS		
PARKING LANES		
SIDEWALKS		
BIKEWAYS		
INTERCHANGES		
OTHER:		

	YES	NO	MAYBE
Channelization	☐	☒	☐
Frontage Roads	☐	☒	☐
Traffic Signals	☐	☒	☐
Signing	☐	☒	☐
Illumination	☐	☒	☐
Structures	☐	☒	☐
Stage Construction	☐	☒	☐
Pedestrian Crossing	☐	☒	☐
Rest Area	☐	☒	☐
Truck Scale Site	☐	☒	☐
Landscaping	☐	☒	☐
Drainage	☐	☒	☐
River _____	☐	☒	☐
Stream _____	☐	☒	☐
Storm Sewer	☐	☒	☐
Sanitary Sewer	☐	☒	☐
Right of Way	☐	☒	☐
Simple Acquisition	☐	☒	☐
Complex Acquisition	☐	☒	☐
Relocations	☐	☒	☐

	YES	NO	MAYBE
Right of Way (cont.) Improvements	☐	☒	☐
Access Control	☐	☒	☐
Railroad Crossing	☐	☒	☐
At Grade	☐	☒	☐
Separated	☐	☒	☐
Railroad Encroachment	☐	☒	☐
Permits	☐	☒	☐
Conditional Use	☐	☒	☐
Flood Plain	☐	☒	☐
Irrigation District	☐	☒	☐
Water District	☐	☒	☐
Drainage District	☐	☒	☐
Div. of State Lands	☐	☒	☐
Dept. of Geology & Min. Ind.	☐	☒	☐
Corps of Engineers	☐	☒	☐
Coast Guard	☐	☒	☐
DEQ NPS Air Pollution	☐	☒	☐
DEQ NPS Water Pollution	☐	☒	☐
Building	☐	☒	☐
Fish & Wildlife Approval	☐	☒	☐

3 - FEATURES (cont.)

	YES	NO	MAYBE
Agreements (City-County Etc.)	X		
Environmental Assessment		X	
Statewide Assessment	X		
Negative Declaration		X	
Environmental Impact Statement		X	
4-F Statement		X	
Citizen Advisory Committee		X	
Public Hearing _____		X	
Borrow Source		X	
Material Source		X	
Utilities		X	

Type _____

	YES	NO	MAYBE
Hydraulics Study		X	
Soils Investigation	X		
Airport Clearance		X	
Economic Analysis		X	
Requires Field Survey	X		
Old Survey Available		X	
Requires Vicinity Map		X	
Requires Photogrammetry		X	
Requires Reconnaissance Survey		X	
Reconnaissance Available		X	
Design Review		X	

4 - WORK ITEMS

	TO BE PERFORMED BY APPLICANT	STATE	CONSULTANT
PRELIMINARY ENGINEERING	X		
RIGHT-OF-WAY N/A			
CONSTRUCTION ENGINEERING	X		

5 - DURATION TIMES (MONTHS)

	FLOAT	ACTIVE
RECONNAISSANCE SURVEY		N/A
DRAFT ENVIRONMENTAL IMPACT STATEMENT		N/A
CORRIDOR APPROVAL		N/A
FIELD SURVEY	2.0	4.0
PRELIMINARY DESIGN		N/A
DESIGN APPROVAL/FINAL EIS		N/A
RIGHT-OF-WAY DESCRIPTIONS		N/A
RIGHT-OF-WAY ACQUISITION		N/A
P.S. & E. DOCUMENTS		3

RECOMMENDED CONSTRUCTION DATE _____ (Region) _____ (Salem)

6 - SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING

7 - TYPICAL SECTION AND LOCATION

Attach 8½ x 11 inch sheets for general location map and typical section (roadway & structure).

8 - PROJECT COST ESTIMATES

	REGION	SALEM
PRELIMINARY ENGINEERING	25,000	
RIGHT OF WAY		
TRAFFIC CONTROL		
ILLUMINATION		
STRUCTURES		
RAILROAD		
ROADWAY	1,425,000	
OTHER _____		
ENGINEERING & CONTINGENCIES		
PROJECT TOTAL	1,450,000	

SUBMITTED BY _____

NOTE: SHADED AREAS TO BE COMPLETED IN SALEM OFFICE

LOCATION PROSPECTUS
OREGON DEPARTMENT OF TRANSPORTATION
LOCATION UNIT

DATE

PREFIX

1 IDENTIFICATION

PROJECT NAME: Arterial Street Overlay Project No. 3

HIGHWAY NAME: City Arterial Streets

HIGHWAY NUMBER: N/A

REGION	ADMINISTRATIVE DISTRICT	COUNTY	CITY
1	2B	Multnomah	Portland

LENGTH	MILEPOST NUMBER		
Unknown	TO	☐ RURAL	☒ URBAN

LOCAL GOVERNMENT PROJECT? ☒ YES ☐ NO

IF YES, UNIT OF GOVERNMENT: City of Portland

TYPE OF FUNDS: ☐ FAI ☐ FAP ☐ FAS ☐ STATE ☐ FAUS ☒ OTHER FAIX

METHOD OF CONSTRUCTION: ☒ CONTRACT ☐ STATE FORCE ☐ OTHER

TYPE OF WORK: ☐ GRADING ☒ PAVING ☐ STRUCTURE ☐ SIGN ☐ SIGNAL ☐ ILLUMINATION ☐ ROADSIDE IMPROVEMENT ☐ OTHER

PROJECT DESCRIPTION

Overlay the pavement on selected FAU routes in the City of Portland. This is the third annual project in an on-going overlay program for FAU routes. The specific streets to be included in this project will be identified during preliminary engineering.

RECEIVED
DEC 31 1981
ROAD DESIGN SECTION

2 - TRAFFIC DATA

EXISTING AVERAGE DAILY TRAFFIC (YEAR-VOLUME)	PROJECTED AVERAGE DAILY TRAFFIC (YEAR-VOLUME)
Varies	

LEVEL OF SERVICE		A	B	C	D	E	F
	EXISTING	☐	☐	☐	☐	☐	☐
	PROPOSED	☐	☐	☐	☐	☐	☐

DESIGN SPEED (MPH)	DESIGN STANDARDS	TRAFFIC ANALYSIS		
Varies	AASHTO	☐ LIGHT	☐ MEDIUM	☐ HEAVY

APPROVED
Location Engineer
Date 12-30-81

3 - FEATURES

	EXISTING NUMBER AND WIDTH	PROPOSED NUMBER AND WIDTH
TRAVEL LANES	Varies	No Changes
SHOULDERS		
MEDIANS		
PARKING LANES		
SIDEWALKS		
BIKEWAYS		
INTERCHANGES		
OTHER:		

	YES	NO	MAYBE
Channelization	☐	☒	☐
Frontage Roads	☐	☒	☐
Traffic Signals	☐	☒	☐
Signing	☐	☒	☐
Illumination	☐	☒	☐
Structures	☐	☒	☐
Stage Construction	☐	☒	☐
Pedestrian Crossing	☐	☒	☐
Rest Area	☐	☒	☐
Truck Scale Site	☐	☒	☐
Landscaping	☐	☒	☐
Drainage	☐	☒	☐
River _____	☐	☒	☐
Stream _____	☐	☒	☐
Storm Sewer	☐	☒	☐
Sanitary Sewer	☐	☒	☐
Right of Way	☐	☒	☐
Simple Acquisition	☐	☒	☐
Complex Acquisition	☐	☒	☐
Relocations	☐	☒	☐

	YES	NO	MAYBE
Right of Way (cont.) Improvements	☐	☒	☐
Access Control	☐	☒	☐
Railroad Crossing	☐	☒	☐
At Grade	☐	☒	☐
Separated	☐	☒	☐
Railroad Encroachment	☐	☒	☐
Permits	☐	☒	☐
Conditional Use	☐	☒	☐
Flood Plain	☐	☒	☐
Irrigation District	☐	☒	☐
Water District	☐	☒	☐
Drainage District	☐	☒	☐
Div. of State Lands	☐	☒	☐
Dept. of Geology & Min. Ind.	☐	☒	☐
Corps of Engineers	☐	☒	☐
Coast Guard	☐	☒	☐
DEQ NPS Air Pollution	☐	☒	☐
DEQ NPS Water Pollution	☐	☒	☐
Building	☐	☒	☐
Fish & Wildlife Approval	☐	☒	☐

3 - FEATURES (cont.)

	YES	NO	MAYBE
Agreements (City-County Etc.)	X		
Environmental Assessment		X	
Statewide Assessment	X		
Negative Declaration		X	
Environmental Impact Statement		X	
4-F Statement		X	
Citizen Advisory Committee		X	
Public Hearing _____		X	
Borrow Source		X	
Material Source		X	
Utilities		X	

Type _____

	YES	NO	MAYBE
Hydraulics Study		X	
Soils Investigation	X		
Airport Clearance		X	
Economic Analysis		X	
Requires Field Survey	X		
Old Survey Available		X	
Requires Vicinity Map		X	
Requires Photogrammetry		X	
Requires Reconnaissance Survey		X	
Reconnaissance Available		X	
Design Review		X	

4 - WORK ITEMS

	TO BE PERFORMED BY APPLICANT	STATE	CONSULTANT
PRELIMINARY ENGINEERING	X		
RIGHT-OF-WAY N/A			
CONSTRUCTION ENGINEERING	X		

5 - DURATION TIMES (MONTHS)

	FLOAT	ACTIVE
RECONNAISSANCE SURVEY		N/A
DRAFT ENVIRONMENTAL IMPACT STATEMENT		N/A
CORRIDOR APPROVAL		N/A
FIELD SURVEY	2.0	4.0
PRELIMINARY DESIGN		N/A
DESIGN APPROVAL/FINAL EIS		N/A
RIGHT-OF-WAY DESCRIPTIONS		N/A
RIGHT-OF-WAY ACQUISITION		N/A
P.S. & E. DOCUMENTS		3

RECOMMENDED CONSTRUCTION DATE _____ (Region) _____ (Salem)

6 - SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING

7 - TYPICAL SECTION AND LOCATION

Attach 8½ x 11 inch sheets for general location map and typical section (roadway & structure).

8 - PROJECT COST ESTIMATES

	REGION	SALEM
PRELIMINARY ENGINEERING	25,000	
RIGHT OF WAY		
TRAFFIC CONTROL		
ILLUMINATION		
STRUCTURES		
RAILROAD		
ROADWAY	1,425,000	
OTHER _____		
ENGINEERING & CONTINGENCIES		
PROJECT TOTAL	1,450,000	

SUBMITTED BY _____

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

12-21-81

LETTER OF APPROVAL AND OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: IX-0000(42)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 20026

2A. COUNTY NAME: Multnomah

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 12/21/81

8. FEDERAL ROUTE NUMBER: Various FAU Routes

9. STATE ROUTE NUMBER: City Street

10. GENERAL LOCATION:

Arterial Street (Portland) Overlay Project

11. GENERAL DESCRIPTION OF WORK

Preliminary Engineering

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- [ ] PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- [XX] PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION TEC $25,000 - F.F. $21,250
- [ ] ACQUISITION OF RIGHT-OF-WAY.
- [ ] CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- [ ] CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [ ] OTHER *(Specify)*

13. REMARKS

As requested by Mr. Swan's PEA dated 12/14/81.

(Note: Funds from IX-9809(5))

RECEIVED
DEC 23 '81
REFER TO
ROD ATTN
FOR

14. DATE: 12/21/81

15. SIGNATURE OF APPROVING OFFICIAL

16. TITLE: for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration
Salem, Oregon 97301

OREGON DEPT. OF TRANSPORTATION-HIGHWAY DIVISION
ADDENDUM TO LOCATION PROSPECTUS AND
REQUEST FOR FEDERAL AID
PRELIMINARY ENGINEERING AUTHORIZATION

PROJECT LOCATION	APPN CODE	ITEM NO.	PROJECT NO.	ROUTE NO. FED. U	ROUTE NO. STATE
City Sts., Citywide (Portland) "Arterial St. (Portland) Overlay Project No. 3."	823	20026	IX-0000(42)	Various	City Sts

Access Control N/A Parking Restrictions N/A System Revision None

Airports (within 2 Mi.) N/A ROW N/A

Water Development N/A Recreation & Historical Areas N/A

Multnomah (051) (I-505 Transfer)

A-95 Review:

State Cl. Ho. ..... Exempt X Date Approved _____

Dist. 2 Cl. Ho. ..... Exempt ___ ~~XXXX~~ Approved in MSD TIP No Reply ___

Project Environmental Assessment: FHWA Concurrence Dated 2/25/80 (Statewide)

1-EIS ____ 2-Categorical Exclusion X 3-Draft Assessment & FONSI ____

Notes: (1) Project in Congressional District 1&3.

(2) Included in MSD FY '82 AE/TIP on page 34, No. 23.

I request authorization to proceed with the PRELIMINARY ENGINEERING work checked below:

X All Phases *
___All Phases thru Final Envir. Document
___Incl. Archeological Salvage
___ " Util. Preparatory Work
___ " R.R. Preparatory Work
___

* To develop a program of arterail street overlay projects.

Est. Proj. Cost:

	TEC NTE	$ 25,000.00
85%	FF	$ 21,250.00
9%	STATE	$ 2,250.00
6%	City	$ 1,500.00

For PR-37:
Field Phase $ _____
PS&E Phase $ _____

REMARKS:
1) Attached is a copy of "Authority For Survey" & project maps.
2) Request based on March 27, 1980, letter to you from Mr. F.E. Klaboe, Director of ODOT.
3) Financed with funds released from IX-9809(5).

JLG:bkc

DATE	SIGNATURE OF REQUESTING OFFICIAL	TITLE
12-14-81	D.E. SWAN	OPERATION PROGRAMMING ENGINEER

KEH

xc: GARY ZEHNER

14116 — -((ASP0002) C(Dec. 12-23

Form E-39 (Rev. 8-71)

OREGON STATE HIGHWAY DIVISION

Planning File # 10050

AUTHORITY FOR SURVEY

Jurisdiction Arterial Street Overlay Project No. 3 Date November 24, 1981

Highway Various Portland FAUS Routes Authorization No. 1

County Multnomah Survey Prefix 726-1932 (Assigned by Salem office)

Description of termini, route, length, etc.:

Various city arterial streets on the FAU system throughout Portland.

Proposed:

Construct overlays on existing city arterial streets with selective base repair. Adjust inlets, manholes, and valve covers.

Purpose of survey:

City will perform field survey, prepare plans and specifications. State will monitor project and complete PS&E.

IX-0000(42)
12-21-81

Estimate of cost: $1,425,000 (construction)

FUNDING: FAIX (I-505 FAU Replacement)

CATEGORY: Class II Statewide Categorical Exclusion

Field Survey	(901)	1,000
Citizen Participation	(902)	
City or County	(903)	20,600
Consultant	(904)	
Final Design	(905)	1,000
Bridge Design	(906)	
Preliminary Design	(907)	
R/W Description	(909)	
Soils & Geology	(910)	300
Traffic	(911)	
Landscape	(912)	
Liaison R/W	(913)	
Utility	(914)	
Photogrammetry	(916)	
Location Studies	(918)	
Engineering Graphics	(919)	
Project Management	(920)	200
Specifications	(921)	1,800
Administrative Services	(922)	100
Environmental	(923)	
Dept. of Transportation	(924)	
Air Quality Monitoring	(925)	
Foundation Exploration	(926)	
Seminars & Training	(950)	
Hearings	(980)	
Personal Leave Time	(960)	

Approved by Hwy Engr 12-3-81 1,450,000 FAIX

INSTRUCTIONS

Submit four copies to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Regional Engineer and one copy to the Resident Engineer.

This form does not constitute authority for making survey until approved and returned.

Submit separate order for each survey.

RECEIVED
DEC 18 1981
LOCATION SECTION

Total estimated cost of survey . . . . . $ 25,000

Previous authorization . . . .

Additional authorization requested . . . .

Additional authorization approved (Salem) . .....

Total all authorizations approved (Salem) . . ..

Requests made by:

Earl Meyhan
for CURTIS H. DUVAL, Metro Location Engineer
Field Engineer

Recommended for Approval:

Frank E. Turpin
Location Engineer

Recommended for Approval:

Resident Engineer
D.R. ADAMS, Project Development Engineer

Approved:

E.J. Curtis
Assistant State Highway Engineer

SP*23604-734

GKH

Form E-39 (Rev. 9-71)

Planning File # 10050

OREGON STATE HIGHWAY DIVISION

AUTHORITY FOR SURVEY

Section Arterial Street Overlay Project No. 3 Date November 24, 1981

Highway Various Portland FAUS Routes Authorization No. 1

County Multnomah Survey Prefix (Assigned by Salem office)

Description of termini, route, length, etc.:

Various city arterial streets on the FAU system throughout Portland.

Proposed:

Construct overlays on existing city arterial streets with selective base repair. Adjust inlets, manholes, and valve covers.

Purpose of survey:

City will perform field survey, prepare plans and specifications. State will monitor project and complete PS&E.

Estimate of cost: $1,425,000 (construction)

FUNDING: FAIX (I-505 FAU Replacement)

CATEGORY: Class II Statewide Categorical Exclusion

Field Survey	(901)	1,000
Citizen Participation	(902)	
City or County	(903)	20,600
Consultant	(904)	
Final Design	(905)	1,000
Bridge Design	(906)	
Preliminary Design	(907)	
R/W Description	(909)	
Soils & Geology	(910)	300
Traffic	(911)	
Landscape	(912)	
Liaison R/W	(913)	
Utility	(914)	
Photogrammetry	(916)	
Location Studies	(918)	
Engineering Graphics	(919)	
Project Management	(920)	200
Specifications	(921)	1,800
Administrative Services	(922)	100
Environmental	(923)	
Dept. of Transportation	(924)	
Air Quality Monitoring	(925)	
Foundation Exploration	(926)	
Seminars & Training	(950)	
Hearings	(980)	
Personal Leave Time	(960)	

INSTRUCTIONS

Submit four copies to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Regional Engineer and one copy to the Resident Engineer.

This form does not constitute authority for making survey until approved and returned.

Submit separate order for each survey.

Total estimated cost of survey	$ 25,000
Previous authorization	
Additional authorization requested	
Additional authorization approved (Salem)	
Total all authorizations approved (Salem)	

Requests made by:

Earl H. Hudson

CURTIS H. EVAL, Metro Location Engineer

Recommended for Approval:

Location Engineer

Recommended for Approval:

D.R. ADAMS, Project Development Engineer

Approved:

Assistant State Highway Engineer

SP*23604-734

FEDERAL AID PROJECT REQUEST

Date _____

Applicant Agency CITY OF PORTLAND
Request for: Off-System ____, FAS-C ____, ~~FAU~~ Project
Federal Aid Route No. ALL-PORTLAND Route Name ~~SEE ATTACHED LIST~~ See Description
Project Name ARTERIAL OVERLAYS PHASE 3

Project Length 321 miles Project Location (Attach sketch map)
Project Description Construct overlays on arterial FAUS routes on the Portland City Street System. This request is for 3rd year of an ongoing program. Specific streets for the project will be identified following evaluation of the system.

Average Daily Traffic 1,500 to 30,000 ADT Design Speed to 45 MPH

Complete Applicable Sections:

I. ROADWAY DATA

1. Existing Roadway: (Attach sketch)

Width 32 to 100 Travel Lanes 2 to 4 Shoulders on a very few
Medians on a few Parking on most
Sidewalks on most
Remarks

2. Desired Roadway Cross Section: (Attach sketch)

Width _____ Travel Lanes _____ Shoulders _____
Medians _____ Parking _____
Curbed _____ Length Curb Radii _____
Sidewalk/Bikeway _____
Remarks _____

II. RIGHT-OF-WAY DATA

1. Existing Right-of-Way:

General Width _____ Minimum _____ Maximum _____

2. Has right-of-way been acquired for this project subsequent to January 2, 1971?
Yes _____ No _____

3. Will additional right-of-way be needed? Yes _____ No _____
If answer is "yes," will cost of right-of-way be subject to Federal reimbursement? Yes _____ No _____
Remarks _____

III. TRAFFIC CONTROL DATA

1. Existing Signalization and Location:

2. Proposed Signalization:

Location _____

_____

Type _____
Phases _____
Type of Suspension _____
Interconnected _____
Remarks _____

_____

3. Permanent Signing:

Include in project or by applicant? _____

_____

4. Permanent Striping:

Include in project or by applicant? _____

_____

IV. ILLUMINATION DATA

1. Existing Illumination and Location:

_____

_____

_____

2. Proposed Illumination:

Location _____
Type _____

_____
Remarks _____

_____

V. STRUCTURE DATA

1. Existing Structure:

Location _____
Type _____
Approach Roadway Width _____ Shoulder Width _____
Length _____ Width _____
To remain in place? _____

_____

2. Proposed Structure:

Location _____

_____

Approximate Size: Length _____ Width _____

Are sidewalk/bikeways desired: _____

Are any utilities to be attached to structure? _____

Are provisions for illumination desired? _____

Are there any unusual or complicating conditions? _____

Remarks _____

VI. RAILROAD DATA

1. Are there any railroad crossings? Yes _____ No _____

   Name of Railroad _____
   Existing Crossing Protection _____

2. Will existing railroad crossing be altered? _____

   Remarks Feather to meet existing rails

VII. ACTION PLAN REQUIREMENTS

During project development for Category 1, 2, and 3 projects, the city or county shall perform and document responsibilities as found indexed in the Oregon Action Plan, particularly Citizen Involvement and Participation; Environmental Aspects; and Public Hearing Requirements.

The OSHD Region Engineer will provide assistance, liaison and monitoring for these activities.

Responsible local office and party to be contacted for the following activities:

1.	Citizen Involvement	Bureau of Street & Structural Engr. / Office
2.	Environmental	400 SW 6th Ave., Portland, OR 97204 / Office
3.	Public Hearing	Attn: Dave Hill , 248-4643 / Office

Remarks _____

VIII. GENERAL INFORMATION

1. Project preliminary engineering to be performed by:

   Applicant X State _____ Consultant _____

PROJECT INFORMATION FORM - TRANSPORTATION IMPROVEMENT PROGRAM

PORTLAND-VANCOUVER METROPOLITAN AREA

PROJECT DESCRIPTION

RESPONSIBILITY (AGENCY) City of Portland
LIMITS City Wide LENGTH
DESCRIPTION Arterial Overlays Phase 3 - Third year of a Program to construct overlays on worn road surfaces on the FAU System.

PROJECT NAME Arterial Overlays Phase 3
ID No
APPLICANT City of Portland

SCHEDULE

TO ODOT
PE OK'D EIS OK'D
CAT'Y BID LET
HEARING COMPL'T

RELATIONSHIP TO ADOPTED TRANSPORTATION PLAN
LONG RANGE ELEMENT ____ TSM ELEMENT X

FUNDING PLAN BY FISCAL YEAR ($000)

	FY 80	FY 81	FY 82	FY 83	FY 84	TOTAL
TOTAL			1450			
FEDERAL			1233			
STATE			130			
LOCAL			87			

APPLICANT'S ESTIMATE OF TOTAL PROJECT COST

PRELIM ENGINEERING	$ 25,000
CONSTRUCTION	1,425,000
RIGHT OF WAY	0
TRAFFIC CONTROL	0
ILLUMIN, SIGNS, LANDSCAPING, ETC	0
STRUCTURES	0
RAILROAD CROSSINGS	0
TOTAL	$ 1,450,000

LOCATION MAP

SOURCE OF FUNDS (%)

FEDERAL

FAUS (PORTLAND)
FAUS (OREGON REGION)
FAUS (WASH REGION)
UMTA CAPITAL *UMTA OPRTG*
INTERSTATE
FED AID PRIMARY
INTERSTATE SUBSTITUTION
I-505 FAU Replacement 85%

NON FEDERAL

STATE 9% *LOCAL* 6%

100%

SYSTEMS REPORT FOR ARTERIAL OVERLAYS PHASE 3

Objective:

To extend the life and renew the wearing surface of the existing Arterial Street System within the City of Portland.

Approach:

Construct overlays on worn road surfaces. A consultant will be retained to prioritize the overlay program for the entire Arterial Street System and to detect deficiencies in existing bases prior to constructing overlays.

Anticipated Results:

This approach should result in a program of overlays on arterials prioritized, based on need.

NOTE: SHADED AREAS TO BE COMPLETED IN SALEM OFFICE

LOCATION PROSPECTUS
OREGON DEPARTMENT OF TRANSPORTATION
LOCATION UNIT

7-15-81

DATE

PREFIX

1 - IDENTIFICATION

PROJECT NAME
Arterial Street Overlay Project No. 3

HIGHWAY NAME
City Arterial Streets

HIGHWAY NUMBER
N/A

REGION	ADMINISTRATIVE DISTRICT	COUNTY	CITY
1	2B	Multnomah	Portland

LENGTH	MILEPOST NUMBER		
Unknown	TO	☐ RURAL	☒ URBAN

LOCAL GOVERNMENT PROJECT? ☒ YES ☐ NO

IF YES, UNIT OF GOVERNMENT: City of Portland

TYPE OF FUNDS
☐ FAI ☐ FAP ☐ FAS ☐ STATE ☐ FAUS ☒ OTHER FAIX

METHOD OF CONSTRUCTION
☒ CONTRACT ☐ STATE FORCE ☐ OTHER

TYPE OF WORK
☐ GRADING ☒ PAVING ☐ STRUCTURE ☐ SIGN ☐ SIGNAL ☐ ILLUMINATION ☐ ROADSIDE IMPROVEMENT ☐ OTHER

PROJECT DESCRIPTION

Overlay the pavement on selected FAU routes in the City of Portland. This is the third annual project in an on-going overlay program for FAU routes. The specific streets to be included in this project will be identified during preliminary engineering.

2 - TRAFFIC DATA

EXISTING AVERAGE DAILY TRAFFIC (YEAR-VOLUME)	PROJECTED AVERAGE DAILY TRAFFIC (YEAR-VOLUME)
Varies	

LEVEL OF SERVICE	A	B	C	D	E	F
EXISTING	☐	☐	☐	☐	☐	☐
PROPOSED	☐	☐	☐	☐	☐	☐

DESIGN SPEED (MPH)	DESIGN STANDARDS	TRAFFIC ANALYSIS
Varies	AASHTO	☐ LIGHT ☐ MEDIUM ☐ HEAVY

: FEATURES	EXIST[illegible] NUMBER AND WIDTH	[illegible]OSED NUMBER AND WIDTH
TRAVEL LANES	Varies	No Changes
SHOULDERS		
MEDIANS		
PARKING LANES		
SIDEWALKS		
BIKEWAYS		
INTERCHANGES		
OTHER:		

	YES	NO	MAYBE
Channelization	☐	☒	☐
Frontage Roads	☐	☒	☐
Traffic Signals	☐	☒	☐
Signing	☐	☒	☐
Illumination	☐	☒	☐
Structures	☐	☒	☐
Stage Construction	☐	☒	☐
Pedestrian Crossing	☐	☒	☐
Rest Area	☐	☒	☐
Truck Scale Site	☐	☒	☐
Landscaping	☐	☒	☐
Drainage	☐	☒	☐
River _____	☐	☒	☐
Stream _____	☐	☒	☐
Storm Sewer	☐	☒	☐
Sanitary Sewer	☐	☒	☐
Right of Way	☐	☒	☐
Simple Acquisition	☐	☒	☐
Complex Acquisition	☐	☒	☐
Relocations	☐	☒	☐

	YES	NO	MAYB[illegible]
Right of Way (cont.) Improvements	☐	☒	☐
Access Control	☐	☒	☐
Railroad Crossing	☐	☒	☐
At Grade	☐	☒	☐
Separated	☐	☒	☐
Railroad Encroachment	☐	☒	☐
Permits	☐	☒	☐
Conditional Use	☐	☒	☐
Flood Plain	☐	☒	☐
Irrigation District	☐	☒	☐
Water District	☐	☒	☐
[illegible]ainage District	☐	☒	☐
Div. of State Lands	☐	☒	☐
Dept. of Geology & Min. Ind.	☐	☒	☐
Corps of Engineers	☐	☒	☐
Coast Guard	☐	☒	☐
DEQ NPS Air Pollution	☐	☒	☐
DEQ NPS Water Pollution	☐	☒	☐
Building	☐	☒	☐
Fish & Wildlife Approval	☐	☒	☐

3 - FEATURES (cont.)

	YES	NO	MAYBE
Agreements (City-County Etc.)	X		
Environmental Assessment		X	
Statewide Assessment	X		
Negative Declaration		X	
Environmental Impact Statement		X	
4-F Statement		X	
Citizen Advisory Committee		X	
Public Hearing _____		X	
Borrow Source		X	
Material Source		X	
Utilities		X	

Type _____

	YES	NO	MAYBE
Hydraulics Study		X	
Soils Investigation	X		
Airport Clearance		X	
Economic Analysis		X	
Requires Field Survey	X		
Old Survey Available		X	
Requires Vicinity Map		X	
Requires Photogrammetry		X	
Requires Reconnaissance Survey		X	
Reconnaissance Available		X	
Design Review		X	

4 - WORK ITEMS

	TO BE PERFORMED BY APPLICANT	STATE	CONSULTANT
PRELIMINARY ENGINEERING	X		
RIGHT-OF-WAY N/A			
CONSTRUCTION ENGINEERING	X		

5 - DURATION TIMES (MONTHS)

	FLOAT	ACTIVE
RECONNAISSANCE SURVEY		N/A
DRAFT ENVIRONMENTAL IMPACT STATEMENT		N/A
CORRIDOR APPROVAL		N/A
FIELD SURVEY	2.0	4.0
PRELIMINARY DESIGN		N/A
DESIGN APPROVAL/FINAL EIS		N/A
RIGHT-OF-WAY DESCRIPTIONS		N/A
RIGHT-OF-WAY ACQUISITION		N/A
P.S. & E. DOCUMENTS		

RECOMMENDED CONSTRUCTION DATE _____ (Region) _____ (Salem)

6 - SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING

7 - TYPICAL SECTION AND LOCATION

Attach 8½ x 11 inch sheets for general location map and typical section (roadway & structure).

8 - PROJECT COST ESTIMATES

	REGION	SALEM
PRELIMINARY ENGINEERING	25,000	
RIGHT OF WAY		
TRAFFIC CONTROL		
ILLUMINATION		
STRUCTURES		
RAILROAD		
ROADWAY	1,425,000	
OTHER _____		
ENGINEERING & CONTINGENCIES		
PROJECT TOTAL	1,450,000	

SUBMITTED BY _____ _____

Project Arterial Street Overlay Project No. 3

Agency City of Portland Date

Type of Project Overlay

Funds SOS (e/4) FAUS FASC Title II HBR

The agreement on this project should provide for the following responsibilities where applicable:

	N/A	State	Applicant	Consultant
Major PE	( )	( )	(X)	( )
Monitor PE	( )	(X)	( )	( )
Field Survey	( )	( )	(X)	( )
Prepare Environmental Statements	(X)	( )	( )	( )
Review & Process Envir. Statements	(X)	( )	( )	( )
Public Hearings	(X)	( )	( )	( )
Citizen Involvement	( )	( )	(X)	( )
Action Plan Requirements	( )	( )	(X)	( )
Preliminary Design Plans & Specs.	( )	( )	(X)	( )
Prepare for Contract Bids	( )	(X)	( )	( )
Advertise, Let and Award	( )	(X)	( )	( )
Major Construction Engineering	( )	( )	(X)	( )
Lab Testing, Final Checking	( )	(X)	( )	( )
Utility Responsibility	( )	( )	(X)	( )
Maintenance After Completion	( )	( )	(X)	( )
Signal Maintenance	(X)	( )	( )	( )
Power Consumption	(X)	( )	( )	( )
Local Match	( )	( )	(X)	( )
Provide for Right-of-way Agreement		Yes	(No)	

Construction by Contract (X) State Forces ( ) Local Forces ( )

Advance Deposit Required PE (X) Construction (X) N/A ( )

State will Advertise, Let and Award All Contracts

State will Monitor Preliminary Engineering and Construction Activities for Federal Compliance

Remarks:

.TROPOLITAN SERVICE DISTRI

TIP PROJECT ADJUSTMENT

21-Jul-81

STATEMENT OF TRANSACTION IN FEDERAL DOLLARS

PER LETTER DTD 15-JUL-81

TRANSACTION #: 8107211
PROJECT: FAU REPLACEMENT CONTINGENCY-I505-CITY OF PORTLAND
FUNDING: I505 CATEGORY E-FAU AND FAP REPLACEMENT FUND PROJECTS
PROJECT FUNDING COMBINED-ADJUSTMENT ONLY FOR THIS FUNDING
SPONSOR: CITY OF PORTLAND
FILE # : 75386261
RESOLUTION: MSD ADMINISTRATIVE ADJUSTMENT

**********PREVIOUS STATUS**********				******NEW STATUS*******	
TOTAL	LESS OBLIGATION	UNOBLIGATED BALANCE	THIS TRANSACTION	UNOBLIGATED BALANCE	PROJECT TOTAL
RESERVE ACCOUNT					
4,327,021	0	4,327,021	-1,233,000	3,094,021	3,094,021
TOTAL					
4,327,021	0	4,327,021	-1,233,000	3,094,021	3,094,021

HOOD FUNDS 153,258 I505 FUNDS 2,940,762

PROJECT: ARTERIAL STREET OVERLAY PROGRAM-PHASE III
FUNDING: I505 CATEGORY E-FAU AND FAP REPLACEMENT FUND PROJECTS
PROJECT FUNDING COMBINED-ADJUSTMENT ONLY FOR THIS FUNDING
SPONSOR: CITY OF PORTLAND
FILE # : 7541643

PRELIMINARY ENGINEERING					
93,410	93,410	0	21,250	21,250	114,660
CONSTRUCTION					
2,051,250	819,400	1,231,850	1,211,750	2,443,600	3,263,000
TOTAL					
2,144,660	912,810	1,231,850	1,233,000	2,464,850	3,377,660

FAU FUNDS 72,160 HOOD FUNDS 0 I505 FUNDS 3,305,500

[][][][]
386*67* 3968939**** 0 2643507
416*13* 21250*33* 1211750**** 0 1233000

CITY OF
PORTLAND, OREGON
DEPARTMENT OF PUBLIC WORKS

Mike Lindberg, Commissioner
Office of Public Works Administrator
621 S.W. Alder
Portland, Oregon 97205

July 15, 1981

JON ROSE
ODOT METRO
5821 NE GLISAN
PORTLAND, OR 97213

Dear Jon:

Enclosed for ODOT processing is a Federal Aid Project Request and a Project Catagory Request for the third year of the Arterial Overlays Phase 3 Project. As part of the engineering, pavements on these streets will be evaluated in order to develop a prioritized listing of overlays. For this reason, specific streets to be overlaid have not been identified at this time. The City Council has identified the size of this program for this year, therefore funding approval has been requested from MSD and is being requested through this application from FHWA.

If you have any questions concerning this project, please call Steve Riddell at 248-4347 or Vic Rhodes at 248-4330.

Sincerely,

L. David Hill

L. David Hill, Engineer IV
Program Management Division

cc w attachments: Vic Rhodes
Reading File

LDH:daj

MA PDM PDE TSE SPC
ODOT - METRO

JUL 17 1981

AMS PPS PPC FILE T/A

2. Project construction engineering to be performed by:

Applicant X State _____ Consultant _____

3. Will applicant perform any work prior to or after award of contract?
Yes X No _____
If "yes," describe briefly: Overlay and raise inlets, manhole and valve covers.

4. Applicant's estimate of cost for requested project:

Roadway Work	$ 1,425,000
Right-of-way costs (if participating)	0
Traffic control	0
Illumination	0
Structures	0
Railroad	0
Other _____	0
Preliminary engineering	25,000
PROJECT TOTAL	$ 1,450,000

Remarks Inlets, manhole and valve covers will be raised by paving crew.

THIS APPLICATION IS AN OFFICIAL REQUEST FROM:

CITY OF PORTLAND, OREGON and/or _____ COUNTY

By R. O. Schmidt
STATE HIGHWAY COORDINATOR

By _____

By _____

By _____

9116

CITY OF

PORTLAND, OREGON

DEPARTMENT OF PUBLIC WORKS

Mike Lindberg, Commissioner
Office of Public Works Administrator
621 S.W. Alder
Portland, Oregon 97205

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Program Management Division

cc w attachments: Vic Rhodes
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MA PDM PDE TSE SPC
ODOT - METRO

JUL 17 1981

AMS PPS X PPC FILE T/A

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STATE HIGHWAY COORDINATOR

By _____

By _____

By _____

FEDERAL AID PROJECT REQUEST

Date _____

Applicant Agency CITY OF PORTLAND

Request for: Off-System ____, FAS-C ____, ~~FAU~~ FAX Project

Federal Aid Route No. ALL-PORTLAND Route Name ~~SEE ATTACHED LIST~~ See Description

Project Name ARTERIAL OVERLAYS PHASE 3

Project Length 321 miles Project Location (Attach sketch map)

Project Description Construct overlays on arterial FAUS routes on the Portland City Street System. This request is for 3rd year of an ongoing program. Specific streets for the project will be identified following evaluation of the system.

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Medians on a few Parking on most

Sidewalks on most

Remarks

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Medians _____ Parking _____

Curbed _____ Length Curb Radii _____

Sidewalk/Bikeway _____

Remarks _____

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1. Existing Right-of-Way:

General Width _____ Minimum _____ Maximum _____

2. Has right-of-way been acquired for this project subsequent to January 2, 1971?
Yes _____ No _____

3. Will additional right-of-way be needed? Yes _____ No _____
If answer is "yes," will cost of right-of-way be subject to Federal reimbursement? Yes _____ No _____

Remarks _____

III. TRAFFIC CONTROL DATA

1. Existing Signalization and Location:

2. Proposed Signalization:

Location _____

_____

Type _____
Phases _____
Type of Suspension _____
Interconnected _____
Remarks _____

_____

3. Permanent Signing:

Include in project or by applicant? _____

_____

4. Permanent Striping:

Include in project or by applicant? _____

_____

IV. ILLUMINATION DATA

1. Existing Illumination and Location:

_____

_____

_____

2. Proposed Illumination:

Location _____
Type _____

_____

Remarks _____

_____

V. STRUCTURE DATA

1. Existing Structure:

Location _____
Type _____
Approach Roadway Width _____ Shoulder Width _____
Length _____ Width _____
To remain in place? _____

_____

2. Proposed Structure:

Location _____

_____

Approximate Size: Length _____ Width _____

Are sidewalk/bikeways desired: _____

Are any utilities to be attached to structure? _____

Are provisions for illumination desired? _____

Are there any unusual or complicating conditions? _____

Remarks _____

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   Existing Crossing Protection _____

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The OSHD Region Engineer will provide assistance, liaison and monitoring for these activities.

Responsible local office and party to be contacted for the following activities:

1. Citizen Involvement — Bureau of Street & Structural Engr. (Office)
2. Environmental — 400 SW 6th Ave., Portland, OR 97204 (Office)
3. Public Hearing — Attn: Dave Hill , 248-4643 (Office)

Remarks _____

VIII. GENERAL INFORMATION

1. Project preliminary engineering to be performed by:

   Applicant X State _____ Consultant _____

1982 Coos Bay/Roseburg Hwy. 9477
@ 10th St. Sec. in Coquille.
(Traffic Signal Installation)

C4A 7635 4-7-82

7172

☆U.S. GOVERNMENT PRINTING OFFICE: 1974 — 732 - 828

rn cc: Mr. H. S. Coulter

STATE COPY

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

FINAL ACCEPTANCE REPORT

REGION NO.	REPORT NO.	COUNTY	DIVISION
10	2	Coos	Oregon

DATE OF REPORT	REPORT MADE BY	PROJECT NO.
11-14-83	W. N. Bryant, Area Engineer	F-14(12)

COMPLETION DATE	ACCEPTANCE DATE BY CONTRACT AGENCY	TIME ELAPSED	CONTRACT TIME
1-10-83	5-17-83	99 %	1-12-83 specified completion date

APPROVED EXTENSIONS	LOCATION
None	City Street, Central Blvd. @ 10th St., Coquille

*The PR-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted.
*A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

COOS BAY - ROSEBURG HWY @ 10th STREET

COOS BAY- ROSEBURG HWY

Traffic Signal

This project provided for the installation of a traffic actuated signal system at the intersection of Highway 42 and 10th Street in the City of Coquille. A contract in the maount of $43,296.00 was awarded Hansen Electreic Company on 6-4-82. Work began on 10-28-82 and was completed in reasonable close conformance with the plans and specifications, including approved changes on 1-10-83 at a final cost of $57,399.57 which includes $43,021.40 for bid item work, $1,587.00 for approved changes, $4,941.17 for State Force work and $7,850.00 for engineering.

RECEIVED
STATE HWY ENGR
NOV 17 '83
REFER TO
FOR
Info

Project records indicate that all materials incorporated into the work were tested or field inspected in accordance with established procedures and found to meet specification requirements. There were no major significant overruns or underruns in the original contract work.

NOTED
W. E. SCHWARTZ

*NOTE: Not applicable for direct federal projects.

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE W. N. Bryant Area Engineer		SIGNATURE	
TITLE W. N. Bryant, Area Engineer	DATE 11/15/83	TITLE Field Operations Engineer	DATE 11/16/83

FORM FHWA-1446 B (12-73) FORMERLY PR-33E

Previous Editions of PR-33E Will Not Be Used.

9477

May 26, 1983

Northwest Bonding Company
Attn: Dennis V. Gilbert
P. O. Box 1445
Beaverton, OR 97075

CON 5
J9477

Gentlemen:

On May 20, 1983, we wrote to you concerning release of final payment on Contract No. 9477 awarded to Hansen Electric Co. for traffic signal installation on the Coos Bay-Roseburg Hwy. at 10th Street (Coquille) in Coos County.

Final payment on this contract is $1,000.00. The total contract amount is $44,608.40 and no work was performed under force account.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

ks

cc: Hansen Electric Co.
P.O. Box 1228
Coos Bay, OR 97420

bc: C. T. Keasey
Walt Hart
James J. Gix

CL 83-76

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
MAY 6 1983
NORMA PAULUS
SECRETARY OF STATE

May 5, 1983

IN REPLY REFER TO FILE NO.:

Concrete Coring Company
P.O. Box 1848
Vancouver, WA 98663

CON 5
#9477

Attention: Barry Woods
President

5-13-83 BL

Gentlemen:

This will acknowledge your letter of April 1, 1983, filing a claim against the following Highway Division contract:

FILED BY:	Concrete Coring Company
AMOUNT:	$4,084
FOR:	Sawcutting, blowout and sealing loops and runs
AGAINST (Prime contractor)	Hansen Electric Co.
CONTRACT NO:	9477
PROJECT:	Traffic signal installation on Coos Bay-Roseburg Highway at 10th St. in Coquille, Coos Co.
SURETY:	Union Indemnity Insurance Co.
AGENT:	Northwest Bonding Agency, Inc.

We will advise the surety and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

RECEIVED
MAY - 9 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc: Hansen Electric Co.
P.O. Box 1228
Coos Bay, OR 97420

Northwest Bonding Co.
Attn: Dennis V. Gilbert
P.O. Box 1448
Beaverton, OR 97075

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

721-0188

CONCRETE CORING COMPANY
Concrete Cutting Company, Inc.

P.O. Box 1848 • Vancouver, Washington 98663
Phone: 206/696-2521 — 503/285-9201

Anchorage Portland
Boise Seattle
Eugene Spokane
Vancouver

April 1, 1983

CERTIFIED MAIL

Mr. Robert Gormser
Department of Transportation
121 Transportation Building
Salem, Oregon 97310

RE: Contract # 9477

TO: THE STATE OF OREGON

Notice is hereby given that the undersigned, Concrete Coring Company, has a claim for sawcutting, blowout and sealing loops and runs in the amount of $4,084.00. We wish to make Claim against the contract, number 9477, issued to Hansen Electric Company for the work we did at the Coos Bay/Roseburg Hwy at 10th Street, Coquille, Oregon.

Barry Woods
President

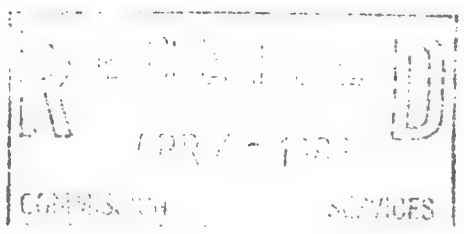
CONCRETE CORING COMPANY

BLW:bjw

CC: Hansen Electric Company
P. O. Box 1228
Coos Bay, OR. 97420

Union Indemnity Company
c/o N.W. Bonding Agency
Attn: Dennis V. Gilbert
P. O. Box 1448
Beaverton, OR 97075

Bond # UI 51873



CONCRETE CORING COMPANY
Concrete Cutting Company, Inc.

P.O. Box 1848 • Vancouver, Washington 98663
Phone: 206/696-2521 — 503/285-9201

Anchorage Portland
Boise Seattle
Eugene Spokane
Vancouver

April 26, 1983

Hansen Electric Company
P. O. Box 1228
Coos Bay, Oregon 97420

Attn: Gayle Hansen

RE: Coos Bay - Roseburg Highway - Contract # 9477

Dear Mrs. Hansen:

This letter is in response to our telephone conversation today on the above captioned traffic signal job we performed for your Company.

It was agreed that Hansen Electric Company will pay interest at the rate of 18% per annum on the unpaid balance from the date of the invoice until paid in full, including interest charges that have been applied.

Attached is invoice number 31015 in the amount of $4,367.98 which reflects the original invoice amount of $4,084.00 plus interest in the amount of $283.98. This interest is from December 10, 1982, through April 30, 1983.

Please notify The State of Oregon and Union Indemnity Company that you wish a dual check issued payable to Hansen Electric and Concrete Coring Company and that interest is being charged and will be charged monthly until the total amount due is paid in full.

If you have any questions on this agreement, please let me know.

Sincerely,

Barry Woods
President

Concrete Coring Company

4.28.83
Please note
claim lien already
been filed.
R.

BLW:bjw
Encl: Invoice
cc: The State of Oregon
Union Indemnity Company

RECEIVED
APR 28 19??
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

FORM 734-3001

FIELD ENGINEER'S WEEKLY REPORT

OREGON STATE HIGHWAY DIVISION

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: 10th St. Coquille		WEEK ENDING: February 19,1983
		SECTION PREFIX: 6-1077
HIGHWAY: Coos Bay/Roseburg		COUNTY: Coos
NAME OF JOB: Coos Bay/Roseburg Hwy @ 10th St.	KIND OF WORK: Traffic Signals	
CONTRACTOR: Hansen Electric	CONTRACT NUMBER: 9477	FEDERAL AID PROJECT NUMBER: F-14(12)
DATE OF CONTRACT: June 4, 1982	DATE WORK STARTED: October 28, 1982	ESTIMATED COMPLETION DATE:
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0	SPECIFIED WORK DAYS	WORK DAYS USED
	SPECIFIED CALENDAR DAYS	CALENDAR DAYS USED
PROJECT AUTHORIZATION: $54,240.94	SPECIFIED COMPLETION DATE: January 12,1983	PERCENT OF TIME ELAPSED
EXCLUSIVE OF ENGINEERING: $49,503.74	ENGINEERING AUTHORIZATION: $4,737.20	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $48,683.40	this week ;143.15 ENGINEERING COST TO DATE: $5,090.06	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100
ESTIMATED PERCENT ~~OVERRUN~~ UNDERRUN: 1.6 %	PERCENT OF AUTHORIZATION: 107.4 %	DATE PROJECT WAS COMPLETED: January 10, 1983

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE. MAT'L. PROD		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

None

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY 13		0		
MONDAY 14		0		
TUESDAY 15		0		Semi-final submitted to Region
WEDNESDAY 16		0		
THURSDAY 17		0		
FRIDAY 18		0		
SATURDAY 19		0		

RECEIVED
CONSTRUCTION SECTION

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY 13	No Activity ~~this week~~ all week
MONDAY 14	
TUESDAY 15	Semi-final submitted to Region
WEDNESDAY 16	
THURSDAY 17	
FRIDAY 18	
SATURDAY 19	

REMARKS

This will be the last weekly report

SIGNED Harry L. Nichols LOCATION Coquille

F.D. Morrison

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED SUBMIT 3 COPIES

SP*F216

FILE COPY

OMB No. 04-R2089

TO BE COMPLETED BY FHWA	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State
MONTHLY TRANSACTION NO.		Oregon
6-284	FEDERAL-AID PROJECT AGREEMENT	County: Coos
		Project No.: F-14(12)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

Coos Bay/Roseburg Hwy. at 10th St. (Coquille)

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	5-5-82	0.00
OTHER *(Specify)*		

FUNDS	
ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 54,240.00	$ 47,628.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By [signature]

Program Management Engineer
(Title)

XXBy For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By [signature]
(Division Administrator)

For: Dale E. Wilken

Date executed by Division Administrator [illegible] 1982

Form PR-2 (Rev. 10 75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

file

Oregon State Highway Division
Salem, Oregon June 7, 1982

Federal-Aid Project
No. F-14(12)

Coos Bay/Roseburg Hwy. at 10th St. (Coquille)
Coos Bay-Roseburg Highway
Coos County

PROJECT AGREEMENT ESTIMATE

Type Code Y031
Traffic Signal (1 Location; 10th St.)

Temporary Protection and Direction of Traffic		All Required	$ 1,460.00
Temporary Signs	174 Sq. Ft.	4.50	783.00
Flagmen	60 Hour	5.00	300.00
Street Work		All Required	2,985.00
Traffic Signal Installation, Complete		All Required	37,769.00
			$43,297.00

Anticipated Items

Permanent Pavement Striping	All Required	$ 1,650.00
State Furnished Software	All Required	500.00
Signal Controller Testing and Turn-on	All Required	1,925.00
		$ 4,075.00
SUBTOTAL		$47,372.00
Engineering		6,868.00
TOTAL		$54,240.00

Length of Project ---------- 0.00 mi.

Federal Funds (88.18%)--------	$47,828.00
State Funds ----------	6,412.00
TOTAL	$54,240.00

Group 1 92%; Group 8 8%
Contract No. 9477
Prefix: 6-1963
Prefix: 6-1077

STATE OF OREGON
HIGHWAY DIVISION - ODOT

INTEROFFICE MEMO
LOC 3

TO: F I L E

DATE: May 12, 1982

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Footpaths and Bicycle Trails
May 27, 1982 Bid Letting

This is an informational report to document the Highway Division's action taken with regard to establishing footpaths and bicycle trails as set forth in ORS 366.514. Bids will be opened May 27, 1982 on the following projects:

1. Coos Bay/Roseburg Highway @ 10th Street (Coquille)
   Coos Bay/Roseburg Highway, Coos County
   Traffic Signals

   Sidewalk ramps and pedestrian signals to be installed as part of this project.

2. Ukiah Rock Production
   Pendleton-John Day Highway, Umatilla County
   Aggregate Crushing

   Footpaths or bicycle trails are not incorporated in this project as no new highway construction, reconstruction or relocation is involved.

3. Ochoco Creek-Barnes Butte Road (Prineville)
   Ochoco Highway, Crook County
   Grading and Paving

   Bikeway project. Existing highway will be widened for six-foot shoulder bike lanes.

4. Port Orford-Cape Sebastian
   Oregon Coast Highway, Curry County
   Grading and Paving

   Bikeway and guard rail project. Shoulders on certain units will be widened to provide four- to six-foot shoulder bike lanes.

5. Hudson Slough Bridge
Smith River Road, Douglas County
Grading, Paving and Structure

Twelve-foot lanes with four-foot shoulders available on roadway and structure

Footpaths and bicycle trails will not be established under this project as per ORS Chapter 366, Section 2, subsection 2(c), which states, "footpaths and trails are not required to be established . . . where sparsity of population, other available ways or other factors indicate an absence of any need for such paths and trails."

6. Juniper Canyon Bridge
John Day Highway, Gilliam County
Grading, Paving and Structure

Twelve-foot lanes with four-foot shoulders available on roadway and structure.

Same as No. 5.

7. Valley of the Rogue State Park, Suncrest and Siskiyou Safety Rest Areas
Building Construction

Same as No. 2.

8. South Santiam River (Sweet Home) Bridge
Pleasant Valley Road, Linn County
Grading, Paving and Structure

Twelve-foot lanes with six-foot shoulders available on roadway and structure.

Same as No. 5.

9. Vail Creek-Nylund Road
Santiam Highway, Linn County
Grading and Paving

Multi-lane with eight-foot shoulders. To be striped and signed for shoulder bike lanes.

10. Chemawa Road-Greenwood Drive
N. River Road, Marion County
Grading and Paving

Multi-lane with five-foot, six-inch sidewalks with curb ramps for bicycle and pedestrian use.

11. Bombing Range Road-Butter Creek (Unit 2)
Lexington-Echo Highway, Morrow County
Grading, Paving and Structures

Twelve-foot lanes with two- to four-foot shoulders available. Structure roadway widths are thirty-one feet, six inches.

Same as No. 5.

12. Boardman, Stanfield and Deadmans Pass
Safety Rest Areas
Columbia River and Old Oregon Highways
Morrow and Umatilla Counties
Building Alteration

Same as No. 2.

13. Farris Road-Powell Boulevard (Gresham, Unit 2)
FAU 9867, Multnomah County
Grading and Paving

Multi-lane with four-foot shoulder bikeway lanes and six-foot sidewalks with curb ramps.

14. I-5 Freeway-N. Greeley Avenue (Portland)
N. Going Street, Multnomah County
Sound Barrier, Bicycle/Pedestrian Path and Landscaping

An independent eight-foot bikepath/sidewalk, sidewalks and curb ramps will be constructed under this contract.

RPS:ge

cc E. S. Hunter
D. G. Talbot
L. E. George
F. E. Terpin
George Bell
Don Harwell

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: F-14(12)

2. STATE PROJECT NO.: See below

2A. COUNTY NAME: Coos

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 10097

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 5/5/82

8. FEDERAL ROUTE NUMBER: Primary 14

9. STATE ROUTE NUMBER: Primary 35

10. GENERAL LOCATION:

Coos Bay - Roseburg Highway at 10th Street (Coquille)

11. GENERAL DESCRIPTION OF WORK

Traffic signals

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- [ ] PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- [ ] PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- [ ] ACQUISITION OF RIGHT-OF-WAY
- [X] CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- [ ] CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [X] OTHER *(Specify)*

Permanent Pavement Striping S.F. $1,650
State Furnished Software $500
Signal Controller Testing & Turn on $1,925

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate.

Mr. Swan's 5/3/82 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimaed cost of $56,037 Federal Funds $49,413.

A signed copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
MAY 14 '82
REFER TO
Machine
FOR
Info | Files | R/D | O K | Sign | Act | File

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
5/5/82	for K. Hansen	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

9477

April 7, 1982

City of Coquille
City Hall
Coquille, OR 97423

AGR

Attention: Shirley Patterson
City Recorder

MISC. CONTRACTS and
AGREEMENTS No. 7635

Gentlemen:

Attached for your records is a fully executed copy of an agreement for installation, maintenance and power for traffic signals on the Central Boulevard (Coos Bay-Roseburg Highway) at 10th Street.

We have retained a fully executed copy of this agreement for the Transportation Commission's files.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

fkn

Att.

bc Don Harwell (agree. att.)

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Region 3
P.O. BOX 1128, ROSEBURG, OREGON 97470 PHONE 440-3399

March 22, 1982

Ms. Patti Strain
City Manager
City of Coquille
99 E. Second
Coquille, OR 97423

In Reply Refer to
File No.: PRO 6

Dear Ms. Strain:

This will acknowledge receipt of three signed copies of Construction - Finance Agreement #7635 for the proposed installation of traffic control signal equipment on the Coos Bay - Roseburg Hwy. (Central Blvd.) at 10th Street.

Also acknowledged is city resolution #280-82 authorizing execution of this agreement.

By copy of this letter I am forwarding these documents to the Project Management section in Salem for further processing.

Cordially,

ALFRED SHIRLEY, JR., P.E.
Region Engineer

By JACK AYRES
Region Federal Aid Specialist

PROJECT MANAGEMENT BRANCH
ASE ☐ STE ☐
PLE ☐ RE ☐ PRE ☐
1982
REFERRED TO
FOR
FILE: PM FA LG.

ja/cp

cc: D.H. Moehring
L.E. George
B.E. Brown
F. Morrison

Form 734-3122

NOTED
E. S. HUNTER

OREGON STATE HIGHWAY DIVISION
LOCATION UNIT
STATUS REPORT

CITY OF COQUILLE
COOS BAY - ROSEBURG HIGHWAY
COQUILLE - BANDON HIGHWAY
COOS COUNTY

DECEMBER 1981

STATE OF OREGON
HIGHWAY DIVISION - LOCATION UNIT

INTEROFFICE MEMO

COM
LOC 2

TO: E. S. Hunter, PE, PLS
Assistant State Highway Engineer

DATE: December 14, 1981

FROM: Frank E. Terpin, PE, PLS
Location Engineer

SUBJECT: Status Report
City of Coquille
Construction Projects

A delegation including Major Robert Pierce of Coquille wishes to discuss the Six-Year Highway Improvement Program with the Transportation Commission at their meeting in Salem, December 15, 1981.

Brief descriptions are included of the three projects in the City of Coquille that may be of interest to the delegation in discussion with the Commission.

FET:VAB:ge
Attachments

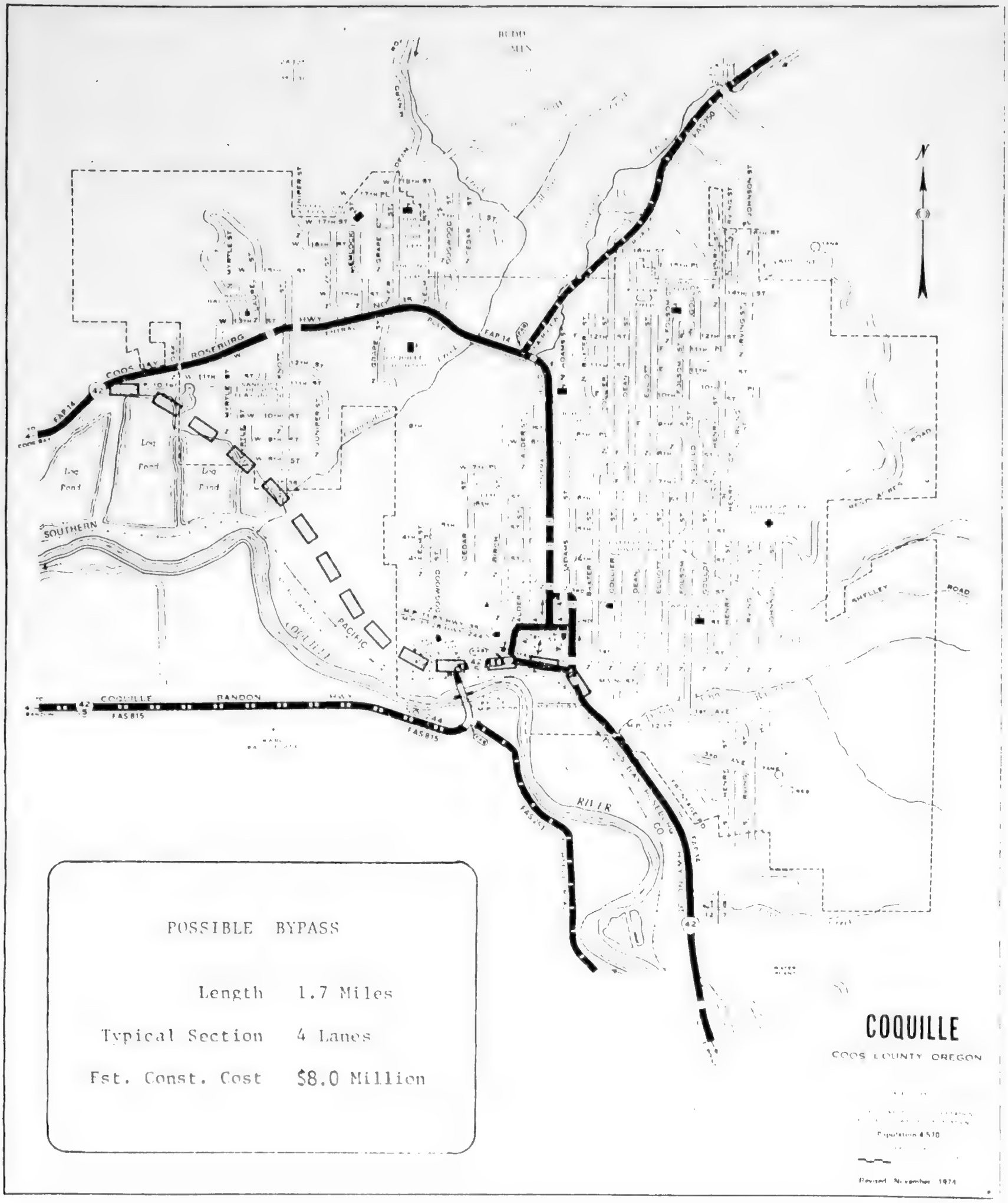
COQUILLE REROUTE
COQUILLE BYPASS
COOS BAY - ROSEBURG HIGHWAY
LENGTH 1.7 MILES
ESTIMATED CONSTRUCTION COST $8,000,000

NARRATIVE

The proposed Six-Year Highway Improvement Program now under consideration has been revised from "no work at this time due to lack of funding." It will now be proposed that preliminary engineering study be continued in order to determine the location of a bypass and the necessary right-of-way limits. It is also proposed that this study include the development of the Environmental Impact Statement.

To date, preliminary engineering has been limited to a reconnaissance projection and estimated construction costs for the bypass. Also being considered on a reconnaissance basis are proposals that will improve the capacity of the existing facility.

A sketch map of the possible bypass is attached.


N
COOS BAY
ROSEBURG
HWY
FAP 14
FAP 1A
FAS 750
SOUTHERN
PACIFIC
COQUILLE
RIVER
BANDON
FAS 815
Log Pond
Log Pond
Log Pond
POSSIBLE BYPASS
Length 1.7 Miles
Typical Section 4 Lanes
Est. Const. Cost $8.0 Million
COQUILLE
COOS COUNTY OREGON
Revised November 1974

COOS BAY - ROSEBURG HIGHWAY @ 10TH STREET
CITY OF COQUILLE
FIVE-PHASE SIGNAL - WIDEN
ESTIMATED CONSTRUCTION COST $120,000

NARRATIVE

Installation of a five-phase traffic signal with pavement widening is currently listed in the approved Six-Year Highway Improvement Program for Highway Improvements for construction in 1983.

The proposed program under consdieration does not anticipated any change for this proposed improvement.

COQUILLE RIVER BRIDGE #598
COQUILLE - BANDON HIGHWAY
LENGTH 0.3 MILES
ESTIMATED CONSTRUCTION COST $4,035,000

NARRATIVE

Engineering studies are nearly completed for replacement of the existing bridge over Coquille River on the Coquille-Bandon Highway. Public hearings have been held and a Study Report is being prepared recommending a new structure be constructed on new alignment, having a roll-out bridge design, downstream from the existing structure.

This project is currently listed in the Six-Year Highway Improvement Program for construction in 1984. Due to insufficient State Highway funds to match available Federal Aid monies, it is anticipated that this project cannot be contracted.

U. S. DEPARTMENT OF TRANSPORTATION - FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

FEDERAL AID PROJECT NO.: F-14(9)

STATE PROJECT NO.: See below

FROM: G. L. Green, Division Administrator
FHWA - Oregon Division

PROGRAM NO.:

ITEM NO.: 10097

COUNTY NAME: Coos

PROGRAM STAGE (Check) ☐ 1. ☐ 2.

TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

DATE PS&E APPROVED	DATE AUTHORIZATION EFFECTIVE	FEDERAL ROUTE NUMBER	STATE ROUTE NUMBER
	1/16/81	Primary 19	Primary 35

GENERAL LOCATION:

Coos Bay - Roseburg Highway at 10th Street (Coquille)

GENERAL DESCRIPTION OF WORK:

Preliminary Engineering

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

PRELIMINARY ENGINEERING TO DETERMINE
☐ LOCATION ONLY

PRELIMINARY ENGINEERING FOR SURVEY AND PLAN
☒ PREPARATION Including utility preparatory work
TEC $8,300 - F.F. $7,316

☐ OTHER (Specify)

☐ ACQUISITION OF RIGHT-OF-WAY

CONSTRUCTION - ADVERTISE FOR RECEIPT
☐ OF BIDS

☐ CONSTRUCTION - PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

As requested by Mr. Swan's PEA dated 12/23/80.

RECEIVED
STATE HWY ENGR
JAN 27 '81
REFER TO
Planning
FOR

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
1/16/81	G. K. Hoseman	for Division Administrator

*R-1240 (10) EXISTING STOCKS OF FORM PR-1240 (REV. 6-68) WILL BE USED

☆ U. S. GOVERNMENT PRINTING OFFICE: 1975—631-855

TO: G.L. Green
Division Administrator
Federal Highway Administration
Salem, Oregon 97301

OREGON DEPT. OF TRANSPORTATION-HIGHWAY DIVISION
ADDENDUM TO LOCATION PROSPECTUS AND
REQUEST FOR FEDERAL AID
PRELIMINARY ENGINEERING AUTHORIZATION

PROJECT LOCATION	APPN CODE	ITEM NO.	PROJECT NO.	ROUTE NO. FED.	ROUTE NO. STATE
City St., Central Blvd. @ 10th St. (Coquille) "Coos Bay-Roseburg Hwy. @ 10th St. (Coquille) Sec.	010	10097	F-14(9)	14	35

Access Control None Parking Restrictions Partial System Revision None

Airports (within 2 Mi.) None ROW None

Water Development None Recreation & Historical Areas None

Coos 011

A-95 Review:

State Cl. Ho. ..... Exempt X Date Approved _____

Dist. ___ Cl. Ho. ..... Exempt X Date Approved _____ No Reply ___

Project Environmental Assessment: FHWA Concurrence Dated 2-25-80 Statewide

Major/Significant ___ (EIS) Major/Non-significant ___ (Neg.) Non-major ___ (None)
1-EIS ___ 2-Draft Assessment & FONSI ___ 3-Categorical Exclusion X

Notes: (1) Project in Congressional District 4 .

(2) _____

I request authorization to proceed with the PRELIMINARY ENGINEERING work checked below:

X	All Phases	
___	All Phases thru Final Envir. Document	
___	Incl. Archeological Salvage	
X	" Util. Preparatory Work	
___	" R.R. Preparatory Work	

Est. Proj. Cost:

TEC NTE	$ 8,300
FF	$ 7,316
STATE	$ 984
_____	$

For PR-37:

Field Phase	$ 3,000
PS&E Phase	$ 5,300

DRH:bke

PRO RATA 88.15%

REMARKS:

Attached is a copy of "Authority for Survey", traffic signal warrants and other traffic data.

DATE	SIGNATURE OF REQUESTING OFFICIAL	TITLE
12-23-80	D.E. SWAN	OPERATION PROGRAMMING ENGINEER

74-7

35

LOCATION PROSPECTUS
OREGON DEPARTMENT OF TRANSPORTATION
LOCATION UNIT

NOTE: SHADED AREAS TO BE COMPLETED IN SALEM OFFICE

DATE

PREFIX

1 - IDENTIFICATION

PROJECT NAME: Coos Bay/Roseburg Highway @ 10th Street (Coquille)

HIGHWAY NAME: Coos Bay-Roseburg

HIGHWAY NUMBER: 35

REGION	ADMINISTRATIVE DISTRICT	COUNTY	CITY
3	7	Coos	Coquille

LENGTH	MILEPOST NUMBER		
0.1	11.1 TO	[X] RURAL	[ ] URBAN

LOCAL GOVERNMENT PROJECT? [X] YES [ ] NO

IF YES, UNIT OF GOVERNMENT: City of Coquille

TYPE OF FUNDS: [ ] FAI [ ] FAP [ ] FAS [X] STATE [ ] FAUS [ ] OTHER

METHOD OF CONSTRUCTION: [X] CONTRACT [ ] STATE FORCE [ ] OTHER

TYPE OF WORK: [ ] GRADING [ ] PAVING [ ] STRUCTURE [ ] SIGN [X] SIGNAL [ ] ILLUMINATION [ ] ROADSIDE IMPROVEMENT [ ] OTHER

PROJECT DESCRIPTION

Prepare plans, specifications, estimate and installation of a traffic signal.

RECEIVED

DEC 11 1980

ROAD DESIGN SECTION

2 - TRAFFIC DATA

EXISTING AVERAGE DAILY TRAFFIC (YEAR-VOLUME)	PROJECTED AVERAGE DAILY TRAFFIC (YEAR-VOLUME)
1979 - 14.000	

LEVEL OF SERVICE	A	B	C	D	E	F
EXISTING	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
PROPOSED	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]

DESIGN SPEED (MPH)	DESIGN STANDARDS	TRAFFIC ANALYSIS		
30 MPH		[ ] LIGHT	[X] MEDIUM	[ ] HEAVY

APPROVED

Frank E. Turpin

Location Engineer

Date 12/9/80

3 - FEATURES	EXISTING NUMBER AND WIDTH	PROPOSED NUMBER AND WIDTH
TRAVEL LANES	N/A	
SHOULDERS		
MEDIANS		
PARKING LANES		
SIDEWALKS		
BIKEWAYS		
INTERCHANGES		
OTHER:		

	YES	NO	MAYBE
Channelization	☐	☐	☒
Frontage Roads	☐	☒	☐
Traffic Signals	☒	☐	☐
Signing	☒	☐	☐
Illumination	☐	☐	☒
Structures	☐	☒	☐
Stage Construction	☐	☒	☐
Pedestrian Crossing	☐	☒	☐
Rest Area	☐	☒	☐
Truck Scale Site	☐	☒	☐
Landscaping	☐	☒	☐
Drainage	☐	☒	☐
River _____	☐	☒	☐
Stream _____	☐	☒	☐
Storm Sewer	☐	☒	☐
Sanitary Sewer	☐	☒	☐
Right of Way	☐	☒	☐
Simple Acquisition	☐	☒	☐
Complex Acquisition	☐	☒	☐
Relocations	☐	☒	☐

	YES	NO	MAYBE
Right of Way (cont.) Improvements	☐	☒	☐
Access Control	☐	☒	☐
Railroad Crossing	☐	☒	☐
At Grade	☐	☒	☐
Separated	☐	☒	☐
Railroad Encroachment	☐	☒	☐
Permits	☐	☒	☐
Conditional Use	☐	☒	☐
Flood Plain	☐	☒	☐
Irrigation District	☐	☒	☐
Water District	☐	☒	☐
Drainage District	☐	☒	☐
Div. of State Lands	☐	☒	☐
Dept. of Geology & Min. Ind.	☐	☒	☐
Corps of Engineers	☐	☒	☐
Coast Guard	☐	☒	☐
DEQ NPS Air Pollution	☐	☒	☐
DEQ NPS Water Pollution	☐	☒	☐
Building	☐	☒	☐
Fish & Wildlife Approval	☐	☒	☐

3 - FEATURES (cont.)

	YES	NO	MAYBE
Agreements (City-County Etc.)	X		
Environmental Assessment		X	
Statewide Assessment	X		
Negative Declaration		X	
Environmental Impact Statement		X	
4-F Statement		X	
Citizen Advisory Committee		X	
Public Hearing _____		X	
Borrow Source		X	
Material Source		X	
Utilities	X		

Type _____

	YES	NO	MAYBE
Hydraulics Study		X	
Soils Investigation		X	
Airport Clearance		X	
Economic Analysis		X	
Requires Field Survey	X		
Old Survey Available		X	
Requires Vicinity Map	X		
Requires Photogrammetry		X	
Requires Reconnaissance Survey		X	
Reconnaissance Available		X	
Design Review		X	

4 - WORK ITEMS

	TO BE PERFORMED BY APPLICANT	STATE	CONSULTANT
PRELIMINARY ENGINEERING		X	
RIGHT-OF-WAY N/A			
CONSTRUCTION ENGINEERING		X	

5 - DURATION TIMES (MONTHS)

	FLOAT	ACTIVE
RECONNAISSANCE SURVEY	( )	N/A
DRAFT ENVIRONMENTAL IMPACT STATEMENT	( )	N/A
CORRIDOR APPROVAL	( )	N/A
FIELD SURVEY	(6.0)	1.0
PRELIMINARY DESIGN	( )	N/A
DESIGN APPROVAL/FINAL EIS	( )	N/A
RIGHT-OF-WAY DESCRIPTIONS	( )	N/A
RIGHT-OF-WAY ACQUISITION	( )	N/A
P.S. & E. DOCUMENTS	( )	3

RECOMMENDED CONSTRUCTION DATE _____ (Region) H.I.P. 1983 (Salem)

6 - SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING
N/A		

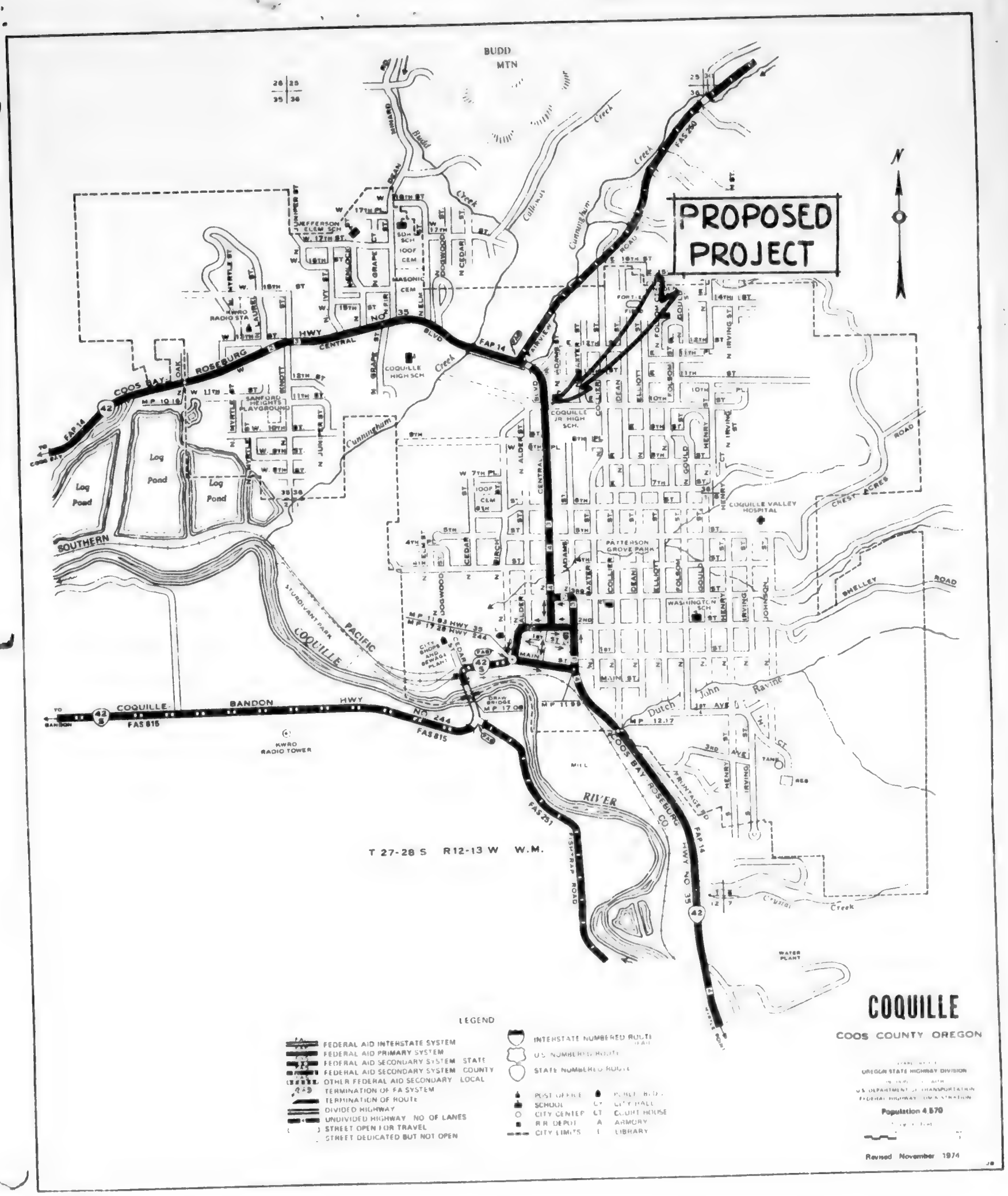
7 - TYPICAL SECTION AND LOCATION

Attach 8½ x 11 inch sheets for general location map and typical section (roadway & structure).

8 - PROJECT COST ESTIMATES

	REGION	SALEM
PRELIMINARY ENGINEERING	2,000	8.300
RIGHT OF WAY		
TRAFFIC CONTROL		
ILLUMINATION		
STRUCTURES		
RAILROAD		
ROADWAY		
OTHER _____		
ENGINEERING & CONTINGENCIES		
PROJECT TOTAL H.I.P. =	$60.000	

SUBMITTED BY F.D. Morrison


PROPOSED PROJECT
N
BUDD MTN
Budd Creek
Calhoun Creek
Cunningham Creek
FAS 250
COOS BAY ROSEBURG HWY NO 42
FAP 14
HWY NO 35
CENTRAL BLVD
COQUILLE HIGH SCH
COQUILLE JR HIGH SCH.
SANFORD HEIGHTS PLAYGROUND
KWRO RADIO STA
JEFFERSON ELEM SCH
Log Pond
Log Pond
Log Pond
SOUTHERN PACIFIC
COQUILLE RIVER
STURDIVANT PARK
PATTERSON GROVE PARK
COQUILLE VALLEY HOSPITAL
CHESTNUT ACRES ROAD
SHELLEY ROAD
WASHINGTON SCH
CITY SHOPS AND SEWAGE PLANT
DRAW BRIDGE MP 17.08
MP 11.83 HWY 35
MP 17.38 HWY 244
MP 11.88
MP 12.17
COQUILLE BANDON HWY NO 244
FAS 815
KWRO RADIO TOWER
MILL
COOS BAY ROSEBURG HWY NO 42
FAP 14
RIVER
FAS 251
FISHTRAP ROAD
John Dutch Ravine
WATER PLANT
Crusial Creek
T 27-28 S R12-13 W W.M.
LEGEND
FEDERAL AID INTERSTATE SYSTEM
FEDERAL AID PRIMARY SYSTEM
FEDERAL AID SECONDARY SYSTEM STATE
FEDERAL AID SECONDARY SYSTEM COUNTY
OTHER FEDERAL AID SECONDARY LOCAL
TERMINATION OF FA SYSTEM
TERMINATION OF ROUTE
DIVIDED HIGHWAY
UNDIVIDED HIGHWAY NO OF LANES
STREET OPEN FOR TRAVEL
STREET DEDICATED BUT NOT OPEN
INTERSTATE NUMBERED ROUTE
U.S. NUMBERED ROUTE
STATE NUMBERED ROUTE
POST OFFICE
SCHOOL
CITY CENTER
RR DEPOT
CITY LIMITS
CITY HALL
COURT HOUSE
ARMORY
LIBRARY
COQUILLE
COOS COUNTY OREGON
OREGON STATE HIGHWAY DIVISION
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Population 4,570
Revised November 1974

January 29, 1980

Mr. Amzy Mintonye
Box 594
Coquille, OR 97423

Dear Mr. Mintonye:

With reference to your January 22 letter, as a result of public meetings and information received from city and county officials, traffic lights at 2nd Street and Adams Avenue and at 10th Street and Central Avenue in Coquille along with replacement of the Coquille River Bridge, have been included in the "Proposed Six-Year Highway Improvement Program."

This program has not been adopted by the Transportation Commission at this time, and your letter will be included among items to be considered prior to the adoption of the program, expected at the March 25 meeting of the Commission.

If I can be of any further assistance, please let me know.

Sincerely,

H. S. Coulter
State Highway Engineer

JXW:cp HSC:ia

bc Alfred Shirley, Jr.
David Moehring -- TAA

Hatfield-
H.S. Coulter
Governor Atiyeh

January 14, 1980

Gentlemen-

All of you have heard from me regarding the highway through Coquille and if another thoughtless request comes up I'll probably have to vent my feelings again.

Let's consider the last request, the one for a signal at 10th and Central which is on as steep a grade as any on Highway 42. There is a left turn lane when going up hill south of 10th and only a few homes on a dead end on the right or west.

Entering Central from the east there is room for two lanes allowing cars to enter going north down hill when one's desiring to turn south or west set there waiting until there are no cars in sight either way. Turning south up the hill another lane is there to use if there is no vehicles coming down hill.

There is an alternate route from the north part of the city that the timid drivers could use.

Most children are bussed and I note the ones who walk are traffic minded.

Now my reason for no traffic lights--It is unbelievable the amount of trucks that serpentine through Coquille every hour. If the south bound vehicles stop on central it would often back up traffic down to the Fairview road, this would let vehicles pile up there and when they moved again the north bound vehicles would be down to the Fairview road and still keep them blocked. A lot of those trucks don't take off like a rabbit on that grade so I doubt if half the blocked vehicles get through without another stop.

Conserve, prevent and survival were my majors at Knocks Kollege where I enrolled in June 1913, therefore I am very aware of what it would cost and the probable accidents by stopping traffic on that grade.

RECEIVED
STATE HWY ENGR
JAN 16 '80
REFER TO
FOR
Info | Insp | R/W | Bridge | Sig | Sec | File

(2)

The other request for a light was at 6th Street which I know very well as I live at the west end of 6th Street's three blocks. The problem there is a Seven-Eleven store that attracts children and truck drivers like rotten meat attracts flies.

Now regarding the light at 2nd and Central U.S. Bank corner. The right lane directs traffic straight ahead for the business core and Myrtle Point and the left lane for left turn only. This blocks the free flow of traffic west on 3rd Street four lanes going one way. Most truckers circle the two-block business section, but many strangers use Central and get bottle necked at the dead end at Front Street. Of course, the logical way to solve this highway situation is to by-pass Coquille.

I was unable to attend the meeting in Coos Bay recently regarding Highway 42, and I heard there was some thought of a bridge above the mill south of town and a new one below town; Surely it wasn't our highway proposal?

The present bridge is adequate for the little traffic it gets and the heavy loads use the Beaver Hill route. The buildings on the south side of Front Street are all old and the businesses that still exist are restricted by heavy traffic. A state survey in 1941 if used would have taken that course. I have sent you all maps of Coquille with the route I proposed thirty years ago and had a large map posted in the service station part of our business at the north city limits. As I mentioned my engineering degree was earned at Knocks Kollege, but I would like to go over the area with a bonafide engineer.

There will be some fills to build which should settle before surfacing but every one says nothing can be done until the money is available.

Peter has been robbed to pay Paul many times and if it could save a million or more by ordering part of this job done next summer it would speed up the balance of it when it is conceded Th Coquille has suffered enough because of an engineering blunder.

There will be one more request if not already for a four-way stop at 2nd and Adams. Again I may be the only one to black ball it, but we have put up with it for forty years so why do something now when traffic is less and the cost of operating heavy trucks is extremely high and every stop adds up. "You may think I own some trucks" Not so but I have repaired and supervised the maintenance of thousands of heavy trucks over the sixty years, from 1915 to 1975 when I sold my business.

It was while Mark Hatfield was Governor that I first advocated a 50 M.P.H. speed limit for trucks.

Damage to road bed starts in the low 40 M.P.H. and multiplies when a vehicle gets over 50 M.P.H. That is the case when tires and wheels are not balanced and few heavy truckers balance any but the front tires.

January 29, 1980

TRA 7

Ms. Loeta Marcum
780 East 12th Street
Coquille, OR 97423

Dear Ms. Marcum:

With reference to your letter of January 13 concerning the need for a traffic signal at the intersection of 10th and Central Avenue, the proposed Six-Year Highway Improvement Program includes a signal at this intersection.

The Transportation Commission will discuss the proposed Program at its February 19 meeting and possibly adopt it at its March 25 meeting. We will advise you following the meeting as to whether or not the traffic signal was included in the program.

Sincerely,

H. S. Coulter
State Highway Engineer

bc Alfred Shirley, Jr. -- Please follow up.

780 East 12th St.
Coquille, Oregon
January 13, 1980

H. S. Coulter,
State Highway Engineer

Dear Mr. Coulter:

PLEASE!! May I add a word in support of a control signal on 10th & Central in Coquille?

We live on a street that must use 10th as an exit, and how well we are aware of the danger. One of our neighbors, Laurence Block, was killed at this intersection a few years back, and another, Dick Miller, was crippled for life.

I used to do (maniac) trapper counts for the state. I was only asked once to do a count for this intersection — and that was in the summer when school was out, and the men was on vacation.

Please don't forget us. We would like to have (and pay taxes) a little longer.

Sincerely,
Doris Marcum

RECEIVED
STATE HWY ENGR
JAN 17 '80
REFER TO
FOR
Info | Invest | R/D | D/R | Sgnl | Act | File

9477

GENERAL FILES

December 27, 1979

The Honorable Mark O. Hatfield
United States Senator
Room 104, Pioneer Courthouse
Portland, OR 97204

Dear Mark:

We have recently completed a traffic signal investigation at the intersections of 6th and 10th Streets with Central Avenue in Coquille, as mentioned in correspondence to you from Mrs. Donna Hatfield. The investigation indicated that the national warrant for a traffic signal was met at the 10th Street intersection, but not at 6th Street.

We have recently conducted meetings to update our Six-Year Highway Improvement Program and are recommending to the Oregon Transportation Commission that a signal at the 10th Street intersection be included in the update.

If I can be of any further assistance, please let me know. Best wishes for a happy and successful new year.

Sincerely,

H. S. Coulter
State Highway Engineer

HSC:ia

bc Alfred Shirley, Jr.
D. H. Moehring
L. E. George

Nov 27, 1979

NOV 28 1979

Dear Senator Hatfield,

I am writing you this letter believing that you have always been a friend to "the people" of Oregon, and have always appeared to care about its citizens.

The people of Coquille need a signal light at either 10th and Central or at 6th and Central St. the Safety of our pedestrians especially the young and the aging adults find it necessary to cross this busy Highway 20 often. There have been several accidents on this Highway the last costing the life of a 10 year old Girls and causing nightmares for the young Man who drove the car (he was not at fault, but that would'nt lessen such a tragedy).

I sending a copy of 541. five hundred and forty signatures who

share in this appeal for a signal light. I know upon a very busy man but don't let us wait to long as we really feel there is danger as long as our Children med Cross the busy road unassisted.

Respectfully Yours

Mrs. E. Hatfield

490 E 10th St.

Coquille, Or 97423

LF

1982 Ukiah Rock Prod. Proj. on 9478
Pendleton-John Day Hwy.

9478

December 23, 1982

Fireman's Fund Insurance Company
Attention: Fidelity & Surety Dept.
121 S.W. Salmon St., Suite 900
Portland, OR 97204

CON 5
#9478

Gentlemen or Ladies:

Contract No. 9478 awarded to Howard Logsdon Logging for the Ukiah Rock Production Project on the Pendleton-John Day Highway in Umatilla County was completed on July 30, 1982, and accepted by the State Highway Division on December 17, 1982.

Final payment in the amount of $1,800 will be released to the contractor after December 30, 1982. The total contract amount is $73,746.55. No work was performed under force account.

No claims for labor or material have been filed with us against the performance bond on this contract.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

js
cc: Howard Logsdon Logging
3100 Grandview Drive
Baker, OR 97814

bc: C. T. Keasey
Walt Hart
V. E. Skoog Attn: Frank Griffin
Robert D. Hector

9478

STATE OF OREGON
Contract Payments 378-6594

INTEROFFICE MEMO
FILE: CON 5

TO: Robert Gormsen
Manager, Commission Services

DATE: December 17, 1982

FROM: W. E. Schwartz, P.E., P.L.S.
Ass't. State Highway Engineer

SUBJECT: Highway Contract Acceptance

The contractor has completed all work according to specifications and I hereby accept the following contract as of this date.

Contract	9478	On Site Work Substantially Completed	July 30, 1982
All Work Completed	July 30, 1982		
Project	Ukiah Rock Production		
Highway	Pendleton-John Day		
County	Umatilla		
Type of Work	Rock Production		
Contractor	Howard Logsdon Logging		

WES:RDC:mk

cc: C. T. Keasey
R. D. Church

81-125-1387

Contains Recycled Materials

FORM 81-736-2001

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: Report #6		WEEK ENDING: July 30, 1982
		SECTION PREFIX: 30-8346
HIGHWAY: Pendleton-John Day		COUNTY: Umatilla
NAME OF JOB: Ukiah Rock Production	TYPE OF WORK: Rock Production - 3/8-10 crushed rock	
NAME OF CONTRACTOR: Howard Logsdon Logging	CONTRACT NUMBER: 9478	FEDERAL AID PROJECT NUMBER: N/A
DATE OF CONTRACT: June 4, 1982	DATE WORK STARTED: June 21, 1982	ESTIMATED COMPLETION DATE: September 30, 1982
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN 4 SUPERVISION: 2	SPECIFIED WORK DAYS: –	WORK DAYS USED: –
	SPECIFIED CALENDAR DAYS: –	CALENDAR DAYS USED
PROJECT AUTHORIZATION: $ 76,600.50	SPECIFIED COMPLETION DATE: September 30, 1982	PERCENT OF TIME ELAPSED
EXCLUSIVE OF ENGINEERING: $ 69.910.50	ENGINEERING AUTHORIZATION: $ 6,690.00	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $	ENGINEERING COST TO DATE: $ 0	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION
ESTIMATED PERCENT: OVERRUN / UNDERRUN ____%	PERCENT OF AUTHORIZATION ____%	DATE PROJECT WAS COMPLETED:

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		
			GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
COMPLETED							
ESTIMATED QUANTITIES (CONTRACT)					10,000		
TOTAL QUANTITIES CORRECTED TO DATE					10,000		
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE							
AVERAGE DAILY QUANTITIES							
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME							
NUMBER OF SHIFTS PER DAY					1		
HOURS PER SHIFT					8		

EQUIPMENT USED DURING THE WEEK:

Crusher, truck, dozer, 2 loaders

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

		WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	25	Clear			Job is on completion date.
MONDAY	26	Clear			
TUESDAY	27	Clear			
WEDNESDAY	28	Clear			
THURSDAY	29	Clear			
FRIDAY	30	Clear			
SATURDAY	31	Clear			

RECEIVED
AUG 21 1982
CONSTRUCTION SECTION

CE, CAE, ROE, QCS, SCS, EEO, OM, CA, LS, TC, FE, CP

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	No activity.
MONDAY	Crushed 3/8-10 and stockpiled at MP 50.4 on Hwy. 28.
TUESDAY	" "
WEDNESDAY	" "
THURSDAY	" " Dismantled crusher. Crushed 1,644 cubic yards this week for a total of 13,400 cubic yards crushed
FRIDAY	
SATURDAY	

REMARKS

Job Completed. Piles remeasured 7/29/82, total quantity of 11,023.4 cubic yards of rock crushed.

SIGNED Walter R. Sullivan LOCATION Pendleton

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES

1982	Ochoco Ck.-Barnes Butte Rd. Sec. of the Ochoco Hwy. in Prineville. (Bikeway)	9479

9479

December 22, 1982

United Pacific Insurance Co.
P. O. Box 1788
Eugene, OR 97440

CON 5
#9479

Gentlemen or Ladies:

On December 14, 1982, we wrote to you concerning release of final payment on Contract No. 9479 awarded to J A L Construction, Inc. for a bikeway on the Ochoco Creek-Barnes Butte Road Section of the Ochoco Highway in Crook County.

Final payment on this contract is $3,881.49 and the total contract amount is $248,694.82 including $2,232.89 for work performed under force account.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

js
cc: United Pacific Insurance Co.
Bond Department
33405 8th Ave. So. C-3000
Federal Way, WA 98003

J A L Construction, Inc.
62211 Powell Butte Road
Bend, OR 97701

bc: C. T. Keasey
Walt Hart
Dale Allen

9479

9479 41

OCHOCO CREEK ROAD - BARNES BUTTE ROAD
PROJECT MANAGERS NARRATIVE RE T

This bikepath project commenced on June 28, 1982 with the installation of temporary signs. Grading operations commenced on June 29, 1982.

Two bid items not used on this project were the pilot car and the tractor w/dozer. The pilot car item was not necessary due to the handling of traffic by cones and flagmen which worked very well. The tractor w/dozer item was not utilized due to the bid item specification for much larger tractor than necessary for work to be performed. Price Agreement No. 1 deleted this item and allowed for a backhoe and a smaller tractor.

FLAGMEN

The flagging time estimated for this project was perfect, less than one man shift difference.

EQUIPMENT

The equipment bid items were adjusted with Price Agreement No. 1 which deleted the large tractor w/dozer and allowed for a smaller tractor and a 3/4 cu.yd. backhoe. This arrangement was better suited for the trench type grading that was involved in the widening required for this bikepath. This change was very effecient and a 40% savings was realized on the equipment items of the contract.

1"-0 Aggregate Base

The 1"-0 aggregate base was produced by Hi-land construction Inc. a Prineville commercial company. The material produced was within the specifications for aggregate base which is superior to what was required by the project special provisions.

CLASS"C" ASPHALT CONCRETE

The Class "C" Asphalt Concrete Mixture was sub-contracted by Mid-Oregon crushing a Redmond contractor. The Asphalt Concrete plant and the produced material was from the lower bridge area, near Terrebonne. The typical section on the paving was somewhat modified allowing the use of a 10 ft. Blaw Knox 180 paver that was used to pave the wearing course. This made a uniform straight joint covering the existing paved shoulder which varied from 2 ft. to 6 ft. after the grading operation. A motor grader was utilized to place the 2 inch Asphalt Concrete base course.

CONCRETE CURB

The concrete curbs were constructed with the use of a track mounted curb extruder.

Con't -

EXTRA FOR ASPHALT APPROACHES

This item underrun in number but overran the Class "C" Asphalt Concrete in tons. This office calculated that the plan quantity allowed approx. 3 tons each for this item when 12 tons was required.

Price Agreement No. 3

This Price Agreement extended a 36" culvert pipe on the very East end of the project. It could have been ignored but the project would have been tapered different in the Barnes Butte Intersection.

EXTRA WORK ORDER FOR TACK COAT

This extra work order became necessary in the method of paving the 2" Asphalt Concrete base course and the 2" Asphalt Concrete wearing course. The cost per ton is hagh but the results in paving makes this worth while.

MAILBOXES

The mailboxes were installed as per specifications, one post per Mailbox. This appeares very wasteful when 8 to 9 are installed in a row.

JAL CONSTRUCTION

This contractor is a pleasure to work with, they have good equipment and operators. The finish work on the slopes and the final cleanup is exceptional.

TRAFFIC

The traffic through this project was very tolerant of the construction

FORM 734-3001

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

	SECTION: Ochoco Creek Road - Barnes Butte Road	WEEK ENDING: September11, 1982
		SECTION PREFIX: 807-1116
	HIGHWAY: Ochoco	COUNTY: Crook
NAME OF JOB: Ochoco Creek Road - Barnes Butte Road	KIND OF WORK: Bikeway	
CONTRACTOR: JAL Onstruction Inc.	CONTRACT NUMBER: 9479	FEDERAL AID PROJECT NUMBER: State
DATE OF CONTRACT: June 4, 1982	DATE WORK STARTED: June 29, 1982	ESTIMATED COMPLETION DATE: October 18, 1982
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION:	SPECIFIED WORK DAYS	WORK DAYS USED
	SPECIFIED CALENDAR DAYS 120 CD	CALENDAR DAYS USED 61
	SPECIFIED COMPLETION DATE	PERCENT OF TIME ELAPSED 51%
PROJECT AUTHORIZATION: $ 293,789.08	ENGINEERING AUTHORIZATION $ 23,296.06	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100
EXCLUSIVE OF ENGINEERING: $ 270,493.03	ENGINEERING COST TO DATE $ 17,500.	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 100
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 270,493.03		DATE PROJECT WAS COMPLETED: August 20, 1982
ESTIMATED PERCENT: OVERRUN / UNDERRUN 0 %	PERCENT OF AUTHORIZATION 75 %	

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		
		100	100	100	100		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT		1.6			
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)		13,100 Ton			2,800 Ton
TOTAL QUANTITIES CORRECTED TO DATE		12,352			3,346.
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE		12,352			3,346
AVERAGE DAILY QUANTITIES		0			0
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME		0			0
NUMBER OF SHIFTS PER DAY		0			0
HOURS PER SHIFT		0			0

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY		0		~~Project Completed~~
MONDAY		0		
TUESDAY		0		
WEDNESDAY		0		
THURSDAY		0		
FRIDAY		0		
SATURDAY				

K

RECEIVED
SEP 13 1982
CONSTRUCTION SECTION

CE ___ CAO ___ RE ___ OE ___ SCS ___ SEO ___ OM ___ CA ___ LS ___ TC ___ FE ___ CP ___

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Submitted Semi-Final Estimate to Region Office, September 10, 1982

Final Weekly Report

SIGNED W.W. Robertson LOCATION Bend

W.W.Robertson

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED SUBMIT 3 COPIES

4474

STATE OF OREGON
HIGHWAY DIVISION - ODOT

INTEROFFICE MEMO
LOC 3

TO: F I L E

DATE: May 12, 1982

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Footpaths and Bicycle Trails
May 27, 1982 Bid Letting

This is an informational report to document the Highway Division's action taken with regard to establishing footpaths and bicycle trails as set forth in ORS 366.514. Bids will be opened May 27, 1982 on the following projects:

1. Coos Bay/Roseburg Highway @ 10th Street (Coquille)
   Coos Bay/Roseburg Highway, Coos County
   Traffic Signals

   Sidewalk ramps and pedestrian signals to be installed as part of this project.

2. Ukiah Rock Production
   Pendleton-John Day Highway, Umatilla County
   Aggregate Crushing

   Footpaths or bicycle trails are not incorporated in this project as no new highway construction, reconstruction or relocation is involved.

3. Ochoco Creek-Barnes Butte Road (Prineville)
   Ochoco Highway, Crook County
   Grading and Paving

   Bikeway project. Existing highway will be widened for six-foot shoulder bike lanes.

4. Port Orford-Cape Sebastian
   Oregon Coast Highway, Curry County
   Grading and Paving

   Bikeway and guard rail project. Shoulders on certain units will be widened to provide four- to six-foot shoulder bike lanes.

5. Hudson Slough Bridge
Smith River Road, Douglas County
Grading, Paving and Structure

Twelve-foot lanes with four-foot shoulders available on roadway and structure

Footpaths and bicycle trails will not be established under this project as per ORS Chapter 366, Section 2, subsection 2(c), which states, "footpaths and trails are not required to be established . . . where sparsity of population, other available ways or other factors indicate an absence of any need for such paths and trails."

6. Juniper Canyon Bridge
John Day Highway, Gilliam County
Grading, Paving and Structure

Twelve-foot lanes with four-foot shoulders available on roadway and structure.

Same as No. 5.

7. Valley of the Rogue State Park, Suncrest and Siskiyou Safety Rest Areas
Building Construction

Same as No. 2.

8. South Santiam River (Sweet Home) Bridge
Pleasant Valley Road, Linn County
Grading, Paving and Structure

Twelve-foot lanes with six-foot shoulders available on roadway and structure.

Same as No. 5.

9. Vail Creek-Nylund Road
Santiam Highway, Linn County
Grading and Paving

Multi-lane with eight-foot shoulders. To be striped and signed for shoulder bike lanes.

10. Chemawa Road-Greenwood Drive
N. River Road, Marion County
Grading and Paving

Multi-lane with five-foot, six-inch sidewalks with curb ramps for bicycle and pedestrian use.

11. Bombing Range Road-Butter Creek (Unit 2)
Lexington-Echo Highway, Morrow County
Grading, Paving and Structures

Twelve-foot lanes with two- to four-foot shoulders available. Structure roadway widths are thirty-one feet, six inches.

Same as No. 5.

12. Boardman, Stanfield and Deadmans Pass
Safety Rest Areas
Columbia River and Old Oregon Highways
Morrow and Umatilla Counties
Building Alteration

Same as No. 2.

13. Farris Road-Powell Boulevard (Gresham, Unit 2)
FAU 9867, Multnomah County
Grading and Paving

Multi-lane with four-foot shoulder bikeway lanes and six-foot sidewalks with curb ramps.

14. I-5 Freeway-N. Greeley Avenue (Portland)
N. Going Street, Multnomah County
Sound Barrier, Bicycle/Pedestrian Path and Landscaping

An independent eight-foot bikepath/sidewalk, sidewalks and curb ramps will be constructed under this contract.

RPS:ge

cc E. S. Hunter
D. G. Talbot
L. E. George
F. E. Terpin
George Bell
Don Harwell

9479

Consent Calendar B
19

VICTOR ATIYEH
GOVERNOR

Department of Transportation
STATE HIGHWAY DIVISION

IN REPLY REFER TO
FILE NO.

DATE: April 13, 1982

PRO

TO: Oregon Transportation Commission

FROM:
H. S. Coulter
State Highway Engineer

SUBJECT: Finance Approval
Two Bikeway Projects

On the consent calendar for the April 20 meeting will be a request to add two bikeway projects to our construction program.

One project is on the Ochoco Highway in Prineville, and the other is on Powell Boulevard (Mt. Hood Highway) in Portland and Gresham.

The $449,000 financing of the projects would be with State funds, most of the cost of which will apply toward compliance with the bike law. I recommend your approval and request authority to sign the necessary agreement for and on your behalf.

KO:bkc ia

bc Fred D. Miller
R. W. Gormsen
R. N. Bothman
W. E. Schwartz
E. S. Hunter
D. H. Moehring
J. H. Versteeg
Frank Terpin
Dale Allen
E. L. Hardt
V. E. Skoog
George Bell

Form 734-3123

STATE OF OREGON

HIGHWAY DIVISION

INTEROFFICE MEMO

PRO

TO: H.S. Coulter, P.E.
State Highway Engineer

DATE: April 12, 1982

FROM: R.N. Bothman, Assistant State Highway Engineer for Administration

SUBJECT: Project Requests
Two Bikeway Projects

Attached for your consideration, are Project Requests for two bikeway projects:

1. Ochoco Creek - Barnes Butte Road
   Ochoco Highway
   Crook County

2. 162nd Avenue - Ava Avenue Section
   Mt. Hood Highway
   Multnomah County

The first project is on East 3rd Street in the City of Prineville and the second is on Powell Boulevard in Portland and Gresham. These two projects are needed in fiscal year 1982 in order to get our required amount of bike funds expended. State funded surveys are recommended.

We concur in these requests and, if you approve, have drafted the attached letter to the Commission for your use.

KO:bkc
Attachments

OREGON STATE HIGHWAY DIVISION
PROJECT REQUEST
(BIKEWAY/SHOULDERS)

Date: 4/9/82

A. IDENTIFICATION:

Proposed Section: Ochoco Creek-Barnes Butte Road — Region: 4

Highway: Ochoco — St. Hwy. No. 41 — M.P. 19.4 to M.P. 21.0 — Length: 1.6 mi.

County(s): Crook — (Attach Sketch Map)

Recommended Construction Date: Spring of 1982 — Proposed 6 YP

Method of Doing Work: Contract Yes — St. Force — Other

B. FINANCING

	Section		Year	Funds Available
Postpone ☐		Current 6 YP		
		Recommend		
Cancel ☐		Current 6 YP		
		Recommend		

If not one of the above - Recommended Financing: State

FAI ☐, FAP ☒, FAS ☐, ST. CONST. ☒, OTHER ☒ [redacted]

C. ROADWAY & TRAFFIC

	Width				Structures		Extg. Traffic (Year)		Proj. Traffic (Year)	
	No. Lanes	Pvmt.	Shldrs.	Walks	No.	Tot. Lng.	ADT	Service Level	ADT	Service Level
Existing Facility:	2	A.C.	2'	No	1	*	5000-7000	C-D		
Proposed Facility:	2	A.C.	8'	No	1					

*No bridge work - existing is wide enough to accommodate bikeway.

D. DEFINE THE PROBLEM:

To facilitate bike traffic from large subdivision off Barnes Butte Road to the existing bikeway along Ochoco Creek, which terminates at a secondary school area.

E. PROPOSED SOLUTION:

Construct bikeway/shoulders along Ochoco Highway to tie in with the existing bikeway at Ochoco Creek (opposite Knowledge St).

F. REASON FOR REQUEST AT THIS TIME:

To expend accumulated bikepath funds on a worthwhile, uncomplicated project.

G. COST ESTIMATE

Roadway Work	$ 302,000.00
R/W (Approx: No. of Parcels ____, Acres ____, Any Reloc. ____).	--
Structures	--
Other (Define) Construction Engineering & Contingencies	60,000.00
Preliminary Engineering (By Whom) State	5,000.00
TOTAL	$ 367,000.00

H. REQUESTED BY: Ralph Allen
Region Engineer or Section Head

Approval/~~Disapproval~~ [signature] State Highway Engineer — Date 4/13/82

Remarks & Action Taken:

Approval/Disapproval _____ Asst. Director for Operations — Date

Oregon Transportation Commission

Approval Date _____

Form 734-1386 (3-78)

PROJECT REQUEST FORM

General Instructions

Use this Project Request form for all State Highway System projects (Except Title II and nonchanged projects from approved 6 Year Program).

Submit 1 copy through State Highway Engineer to Project Management to confirm project financing and to coordinate followup activities.

The Office of Project Management will:

1. Circulate the request through the appropriate design engineers if necessary to confirm project financing.
2. Maintain project request file and initiate designated administrative action.
3. Advise involved Section and Region Engineers of approval or denial of request.

Special Instructions (Items A through H)

A,B,C. Self-explanatory.

D. Describe in detail facility and history. Information should be given other than that now available in regular statistical publications. Particularly express local feelings and region knowledge needs, trends, access problems, or reference to possible congestion, etc.

E. Describe solution in terms of major or minor; i.e., realignment, lane widening, shoulders, right-of-way, pavement etc. Exact dimensions are not required.

F. Narration in this portion should answer who and why. This may be an old recognized problem, but what recent particulars call for submitting the project at this time? Is the project a direct result of other agreements? Information is required as to why this proposal is more important than others in the region and how it rates priority-wise with other project needs.

G. This should be programming estimate similar to windshield or field-type reconnaissance using 40 percent additive.

H. This section to be completed by Salem office during project review and prioritizing efforts, except for Region Engineers signature.

COMMENTS:

PROJECT MANAGEMENT BRANCH
ASHE ☐ STE ☐
PLE ☐ RE ☐ PRE ☐
APR 12 1982
REFERRED TO _____
FOR _____
FILE: PM FA LG.

1982 Port Orford-Cape Sebastion 9480
Section of the Oregon Coast Hwy.
(Grading and Paving)

7420

r11

STATE COPY

cc: OSHD (Coulter)

US Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

REGION NO.	REPORT NO.	COUNTY	DIVISION
10	3	Curry	Oregon
DATE OF REPORT	**REPORT MADE BY**		**PROJECT NO.**
11/17/84	W. N. Bryant, Area Engineer		F-2-1(12)
COMPLETION DATE (Actual)	**ACCEPTANCE DATE BY CONRTACT AGENCY**	**TIME ELAPSED**	**CONTRACT TIME**
1/8/83	7/8/83	99 %	185 CD

LOCATION

U.S. 101, Port Orford South 31.8 miles

RECEIVED
STATE HWY ENGR
NOV 29 '84
REFER TO
FOR

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)
A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

12/3

PORT ORFORD - CAPE SEBASTIAN
OREGON COAST HIGHWAY
Grading & Paving

This project provided for the construction of roadbed, aggregate shoulders, asphaltic concrete pavement overlay, and the installation of culverts, guardrail, and delineators at intermittent locations on the Oregon Coast Highway between Port Orford and Brookings.

A contract in the amount of $783,264 was awarded to Fabricators Inc. of Salem, Oregon on 6/7/82. Work began on 6/21/82 and was completed in reasonably close conformance with the approved plans and specifications, including approved changes, on 1/8/83 at a final cost of $953,129.16, which includes $877,576.80 for original bid item work; $1,817.68 for approved Force Account work; $3,250.97 for approved State Force work; $11,216.96 credit for liquidated damages; and $81,700 for construction engineering.

Project records indicate that all materials incorporated into the completed work were in reasonably close conformance with specification requirements, except for portions of the AC mix which failed to fully meet specification

ACCEPTANCE OF PROJECT IS RECOMMENDED			ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION		
SIGNATURE	W. N. Bryant Area Engineer		SIGNATURE		
W. N. Bryant			G. K. Hossner		
TITLE		DATE	TITLE		DATE
Area Engineer		11/28/84	Field Operations Engineer		11/28/84

FORM FHWA 1446B (Rev. 2-84) PREVIOUS EDITIONS MAY BE USED.

requirements for gradation and/or asphalt content and AC compaction requirements. Liquidated damages in the amount of $11,216.29 ($10,829.33 for AC mix and $386.96 for AC compaction) were assessed in accordance with approved procedures.

The State has satisfactorily explained all overruns and underruns. A copy of the explanation is attached to the Division Office copy of this report.

Mr. Gormsen: Files

This letter is concerning the two following contractors and their two contract jobs as listed:

Tidewater Contractors: Contract #9369
Burnt Hill - Thomas Creek Section of The Oregon Coast Highway in Curry Co.

Grade, pave and guardrails.

Fabracators, Inc. Contract #9480
Pt. Orford - Cape Sebastian Section of the Oregon Coast Highway in Curry Co.

Grade and pave.

As per phone conversation with Kathy, at Transportation Dept., Salem, Oregon. (503) 378-6526. Oregon State Hwy. Div.

Johnson

Sue Johnson
NORTH COAST PAVING & ROCK
(707) 464-4501

South Bank Road

NORTH COAST PAVING & ROCK

P.O. Box 144
Crescent City, California 95531

July 20, 1983

FABRICATORS, INC.
2705 Lancaster Drive N.E.
Salem, Oregon 97303

Attn: Roy Houck III

Sir:

We have checked with all parties concerned in the matter of our damaged Blaw-Knox shoulder machine and as far as we can determine, the damage was done while the machine was rented to you. Tidewater has told us they changed the belt around and you may deduct that amount ($618.12) from the repair bill making the charge $2,618.29, plus interest.

The rental price on the Blaw-Knox shoulder machine is four hundred ($400.00) per day or two thousand dollars ($2,000.00) per week. You have paid us for one week's rental and you still owe us for three (3) weeks rental for $6,000.00, plus interest.

Please remit all monies due to us by August 1, 1983.

We have talked to the State of Oregon about the problem of payment from you, and they have told us to take action against your bond if we do not receive our money. If the payments are not in our office by August 1, 1983, we will take formal action against your bond.

Sincerely,

T. J. Parker
Manager
NORTH COAST PAVING & ROCK

TJP:sj
enclosure
cc: Commission Services
State of Oregon

RECEIVED
JUL 25 1983
COMMISSION SERVICES
STATE OF OREGON DEPARTMENT OF TRANSPORTATION

6-83 claim was never filed on #9369. They did file one on #9480.

fran

CL 83 #53

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
AUG 24 1983
NORMA PAULUS

August 22, 1983

North Coast Paving & Rock
P.O. Box 144
Crescent City, CA 95531

IN REPLY REFER TO
FILE NO.:

CON 5
#9480

Attention: T. J. Parker
Manager

Gentlemen:

This will acknowledge your letter of August 5, 1983, with invoices, filing a claim against the following Highway Division contract:

FILED BY:	North Coast Paving & Rock
AMOUNT:	$9,582.07
FOR:	Machine rental & repair
AGAINST (Prime contractor)	Fabricators, Inc.
CONTRACT NO.:	9480
PROJECT:	Port Orford-Cape Sebastian Section, Oregon Coast Hwy., Curry County
SURETY:	Industrial Indemnity Company
AGENT:	Rollins Burdick Hunter of Oregon

We will advise the surety and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

RECEIVED
AUG 25 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

cc: Fabricators, Inc.
2705 Lancaster Drive, NE
Salem, OR 97305

Industrial Indemnity Co.
Attn: Bond Department
421 SW 6th
Portland, OR 97204

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

South Bank Road

NORTH COAST PAVING & ROCK

P.O. Box 144
Crescent City, California 95531

August 5, 1983

Commission Services State
of Oregon
121 Transportation Building
Salem, Oregon 97310

Atten: Mr. Robert Gormsen

Dear Sir:

We rented a Blaw-Knox shoulder widener paving machine to Fabricators, Inc. on your state project contract No. 9480. They have refused to pay the total rental charge and also the charges incurred to repair damages to the machine.

Enclosed is a list of the charges against them including interest to August 1, 1983.

Please take this letter as a notice of claim against their bond for the following amounts:

Machine Rental - $6,000.00	Interest - $701.40 =	$6,701.40
Machine Repair - $2,618.29	Interest - $262.38 =	$2,880.67
	Total amount due	$9,582.07

Thank you for your help with this matter. If you need any more information, please let us know.

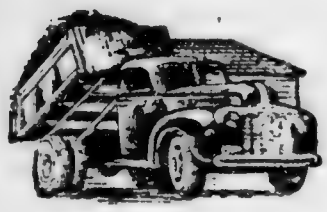
Sincerely,

T. J. Parker
Manager
NORTH COAST PAVING & ROCK
(707) 464-7467

TJP:sj
enclosure
cc: Robert King
Redwood Empire Aggregates
Roy Houck III
Fabricators, Inc.

RECEIVED
AUG - 8 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

INVOICE



Asphalt Mate[illegible]ls—Road Oiling—Black Top—Dump [illegible]cks—Loaders

REDWOOD EMPIRE AGGREGATES/DBA

NORTH COAST PAVING & ROCK

18625

P. O. BOX 144 TEL. 464-4501

Crescent City, CA. 95531

Fabricators, Inc.
2705 Lancaster Drive
Salem, Oregon 97303

Date 1-11-83

Invoice No. 1-46

Correction for Invoice No. 17092		
Equipment Rental: Blaw Knox shoulder machine		
Picked up 8/5/82		
Four (4) weeks @ $2,000.00 per	Total	$8,000.00

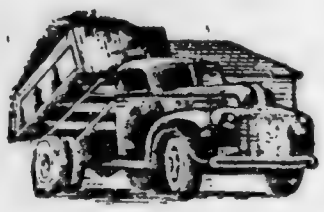
"NOTICE TO OWNER" — (Section 7019 - Contractors License Law)

Under the Mechanics' Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property.

Under the law, you may protect yourself against such claims by filing, before commencing such work or improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

The price of this material has been quoted F.O.B. our plant, and subject to sales tax on material only. It is agreed between buyer and seller that sale is consummated and title passed at the plant site. Transportation charge for this material is made by licensed independent truck operators at Public Utilities Commission rates and subject to transportation tax only. Terms: Net Cash. Positively no discounts. All accounts due and payable on 10th of month following date of purchase. Interest will be charged on overdue accounts at the rate of 7% per annum.

INVOICE



Asphalt Materials—Road Oiling—Black Top—Dump Trucks—Loaders

REDWOOD EMPIRE AGGREGATES/DBA

NORTH COAST PAVING & ROCK

P. O. BOX 144 TEL. 464-4501

Crescent City, CA. 95531

No. 18327

Fabricators, Inc.
2705 Lancaster Drive
Salem, Oregon 97303

Date 1-11-83

Invoice No.

Correction for Invoice No. 17900	
Bill for damages to equipment (Blaw Knox shoulder machine).	
As per responsibility agreement.	
Labor	$1,836.70
Parts	781.59
Total	$2,618.29

"NOTICE TO OWNER" — (Section 7019 - Contractors License Law)

Under the Mechanics' Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property.

Under the law, you may protect yourself against such claims by filing, before commencing such work or improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

The price of this material has been quoted F.O.B. our plant, and subject to sales tax on material only. It is agreed between buyer and seller that sale is consummated and title passed at the plant site. Transportation charge for this material is made by licensed independent truck operators at Public Utilities Commission rates and subject to transportation tax only. Terms: Net Cash. Positively no discounts. All accounts due and payable on 10th of month following date of purchase. Interest will be charged on overdue accounts at the rate of 7% per annum.

BLAW KNOX-Shoulder Man

V. 15

	Initials	Date
Prepared By		
Approved By		

	DATE	MISC.	QUANTITY	RATE	LABOR	PARTS	FREIGHT	TOTAL
1	9/8	F+W. INC.						
2		#20608	1 27			1 29		
3	DE 10/9	B. BEESLEY	8 HR	37 87	30296			
4	"	T. DENNISON	13 "	37 87	49231			
5		A. LAFAZIO	10 "	37 87	37870			
6		J. WILDE	16 "	37 87	60592			
7	10/11	GEORGES AUTO						
8		#7073	6434			1434		
9	10/19	CONSOLIDATED FREIGHT						
10		#030-870300	1872				1872	
11	10/19	GOODYEAR RUBBER						
12		#E1147	21812			21812		
13	10/20	MOR-JON INC	6434			6074		
14		#13576	12464			14468		
15	~~10/29~~	~~GOODYEAR RUBBER~~						
16		~~#17271~~	~~4,959~~			~~14457~~		
17	WE 10/23	J. WILDE	1½ HRS	37 87	5681			
18	11/15	NIXON EQUIP						
19		#38931	60708			60708		
20					183670	139771	1872	
21						13599		
22						SUB TOTAL		~~328289~~
23								323641
24								
25								
26						Labor		183670
27						Parts	139771	~~144619~~
28						TOTAL		~~$328289~~
29								323641
30								(21812)
31								261829
32								
33								
34								
35								
36								
37								
38								
39								
40								
41								

Billed to Insurance Co. 11/83 at Contractor's Request

Made in U.S.A.

South Bank Road

NORTH COAST PAVING & ROCK

P.O. Box 144
Crescent City, California 95531

Fabricators Inc.
2705 Lancaster Dr.
Salem, Oregon 97303

Date 8/5/82

I have received the following equipment from North Coast Paving & Rock and will exchange it for new equipment if it is damaged, or return it if I leave their employ.

Shoulder Machine
@ 400.00 per day
or
@ $ 2000.00 per week

Ret: 9/16/82

Johnson
Signature of Person issuing equipment

Tom McCall
Signature of Person receiving equipment

RECEIVED
AUG - 8 1983
SERVICES
DEPARTMENT OF TRANSPORTATION

FABRICATORS INCORPORATED
EQUIPMENT SALES, RENTAL AND REPAIR
2705 LANCASTER DRIVE N.E. • SALEM, OREGON 97303 • PHONE (503) 363-2479

May 25, 1983

North Coast Paving
P.O. Box 144
Crescent City, CA 95531

Re: Your invoice #17900

Attention Accounts Receivable:

The responsibility agreement for repair to the Blaw Knox Road Widener which you refer to was that we would be responsible for only those repairs to the machine caused by our usage while we were renting the machine.

After studying the copies of the bills which you have forwarded to us, we find that all of the parts which are listed were in good condition when they left our care. Therefore we do not feel that these bills are our responsibility.

Sincerely,

Roy L. Houck, III
Fabricators, Incorporated

slk

RECEIVED
AUG - 8 19
COMMISSION SERVICES
DEPT. OF TRANSPORTATION

RECEIVED
JUN 1 1983
NORTH COAST PAVING
AND ROCK

FABRICATORS INCORPORATED
EQUIPMENT SALES, RENTAL AND REPAIR
2705 LANCASTER DRIVE N.E. • SALEM, OREGON 97303 • PHONE (503) 363-2479

May 9, 1983

North Coast Paving & Rock
P.O. Box 144
Crescent City, CA 95531

Re: Your invoice #1-46, Jan. 11, 1983

Attention Accounting Dept:

Our records indicate that per the original telephone conversation between our two firms set the rental prices at $400 per day or $2,000 per month.

We had the machine on rental from August 5, 1982 to August 31, 1982. We are, therefore, enclosing a check for $2,000 for the machine rental in full for this period.

The machine was picked up from us on August 31, 1982, by Tidewater Contractors. Any rental due after that date should be billed to them.

Sincerely,

Roy L. Houck, III
Fabricators, Inc.

slk

Enclosure

RECEIVED
MAY 16 1983
NORTHCOAST PAVING
AND ROCK

DATE	INVOICE NUMBER	DESCRIPTION	AMOUNT	DEDUCTIONS		NET AMOUNT
				PARTICULARS	AMOUNT	
		Shoulder Machine Rental -----	$2,000.00			

V4-1

FABRICATORS INCORPORATED

DETACH AND RETAIN THIS STATEMENT

THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED ABOVE

IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

Mr. Germsen:

This letter is concerning the two following contractors and their two contract jobs as listed:

Tidewater Contractors: Contract #9369
Burnt Hill - Thomas Creek Section of
The Oregon Coast Highway in Curry Co.

Grade, pave and guardrails.

Fabracators, Inc. Contract #9480
Pt. Orford - Cape Sebastian Section
of the Oregon Coast Highway in
Curry Co.

Grade and pave.

As per phone conversation with Kathy,
at Transportation Dept., Salem, Oregon.
(503) 378-6526. Oregon State Hwy. Div.

Johnson

Sue Johnson
NORTH COAST PAVING & ROCK
(707) 464-4501

RECEIVED
AUG -8 1983
SERVICES
DEPARTMENT OF TRANSPORTATION

South Bank Road

NORTH COAST PAVING & ROCK

P O Box 144
Crescent City, California 95531

July 20, 1983

FABRICATORS, INC.
2705 Lancaster Drive N.E.
Salem, Oregon 97303

Attn: Roy Houck III

Sir:

We have checked with all parties concerned in the matter of our damaged Blaw-Knox shoulder machine and as far as we can determine, the damage was done while the machine was rented to you. Tidewater has told us they changed the belt around and you may deduct that amount ($618.12) from the repair bill making the charge $2,618.29, plus interest.

The rental price on the Blaw-Knox shoulder machine is four hundred ($400.00) per day or two thousand dollars ($2,000.00) per week. You have paid us for one week's rental and you still owe us for three (3) weeks rental for $6,000.00, plus interest.

Please remit all monies due to us by August 1, 1983.

We have talked to the State of Oregon about the problem of payment from you, and they have told us to take action against your bond if we do not receive our money. If the payments are not in our office by August 1, 1983, we will take formal action against your bond.

mailed 7/21/83

Sincerely,

T. J. Parker
Manager
NORTH COAST PAVING & ROCK

TJP:sj
enclosure
cc: Commission Services
State of Oregon

RECEIVED
AUG - 8 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Mr. Gormsen:

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Grade and pave.

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Johnson

Sue Johnson
NORTH COAST PAVING & ROCK
(707) 464-4501

South Bank Road

NORTH COAST PAVING & ROCK

P.O. Box 144
Crescent City, California 95531

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2705 Lancaster Drive N.E.
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7-26-83-
Could Roy call please us
is there and us to pick
and how repair amount for
each called
R

Sincerely,

T. J. Parker
Manager
NORTH COAST PAVING & ROCK

TJP:sj
enclosure
cc: Commission Services
State of Oregon

RECEIVED
JUL 25 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

CL 83-129

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

July 13, 1983

IN REPLY REFER TO
FILE NO.:

CON 5
#9480

Portside Building Supply
92778 Knapp Road
Port Orford, OR 97465

Attention: Reed Ringer

Gentlemen:

This will acknowledge your letter of June 30 stating that Bogart Construction Company owes you money on the following Highway Division contract. We will consider your letter as a notice of claim.

NOTED
7-18-83 BR

FILED BY:	Portside Building Supply
AMOUNT:	$2,701.55 plus interest
FOR:	Concrete & misc. supplies
AGAINST (Prime contractor)	Fabricators, Inc.
SUBCONTRACTOR:	Bogart Construction
CONTRACT NO.:	9480
PROJECT:	Port Orford-Cape Sebastian Section, Oregon Coast Hwy., Curry County.
SURETY:	Industrial Indemnity Co.
AGENT:	Rollins Burdick Hunter of Ore.

We will advise the surety and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing. I would suggest that you contact the surety as they have provided the bond which assures payment of all bills.

This project was accepted by the State on July 8, 1983, final payment will be released to the contractor after July 18, 1983.

Please advise this office when your claim has been paid.

Sincerely,

RECEIVED
JUL 15 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Robert W. Gormsen
COMMISSION SERVICES

cc: Fabricators, Inc.
2705 Lancaster Drive, NE
Salem, OR 97305

Industrial Indemnity Co.
421 SW 6th Avenue
Portland, OR 97204

731-0188

9480

GOLD BEACH LUMBER YARD 28680 HUNTERS CREEK GOLD BEACH, OREGON 97444 PHONE 247-6536

PORTSIDE BUILDING SUPPLY 92778 KNAPP ROAD PORT ORFORD, OREGON 97465 PHONE 332-4161

June 30, 1983

State Of Oregon
Department Of Transportation
Commission Services
State Highway Building
Salem, Or. 97310

Dear Sirs;

During November and December of 1982, Portside Building Supply sold concrete and miscellaneous supplies to Bogart Construction Company. These supplies were used by Bogart as a subcontractor on your Port Orford Highway job. The job contract number is 9480.

The total charges applied to their account at our store was $2701.55, with intrest through May 25th of $222.67 at a rate of 24% annually.

We have made numerous attempts to collect from Bogart Construction, and they have promised to send money on several occaisions. As of today we have not received one payment toward the debt, nor have they given us any reason to believe they intend to pay the account.

Any help that may be rendered by your department to clear this unfortunate porblem will be greatly appreciated. Bogart Construction has claimed they are still waiting for payment from the state. I find that hard to beleive because the Highway Department has accounts with our stores that are paid promptly every month.

Please let me know if you can help us collect on this account.

Sincerely,

Reed Ringer

Reed Ringer, Owner

cc Bogart Construction

CERTIFIED
P 498 231 757
MAIL

RECEIVED
JUL 5 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

July 13, 1983

Industrial Indemnity Company
421 S.W. 6th Avenue
Portland, OR 97204

CON 5
#9480

Gentlemen or Ladies:

Contract No. 9480 awarded to Fabricators, Incorporated for work on the Port Orford-Cape Sebastian Section of the Oregon Coast Highway in Curry County was completed on March 2, 1983, and accepted by the State Highway Division on July 8, 1983.

Final payment in the amount of $5,058.64 will be released to the contractor after July 18, 1983. The total contract amount is $868,178.19 including $1,817.68 for work performed under force account.

No claims for labor or material have been filed with us against the bond on this contract.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

ks

cc: Fabricators, Incorporated
2705 Lancaster Drive N.E.
Salem, OR 97305

bc: C. T. Keasey
Walt Hart
V. E. Skoog Attn: Frank Griffin
James J. Gix

FORM 734-3001

FIELD ENGINEER'S WEEKLY REPORT

OREGON STATE HIGHWAY DIVISION

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: Port Orford - Cape Sebastian		WEEK ENDING: March 5, 1983
		SECTION PREFIX: 8-1066
HIGHWAY: Oregon Coast		COUNTY: Curry
NAME OF JOB	KIND OF WORK: Grading & Paving	
CONTRACTOR: Fabricators, Inc.	CONTRACT NUMBER: 9480	FEDERAL AID PROJECT NUMBER: F-2-1(12)
DATE OF CONTRACT: June 7, 1982	DATE WORK STARTED: June 21, 1982	ESTIMATED COMPLETION DATE: January 8, 1983
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 1	SPECIFIED WORK DAYS	WORK DAYS USED
	SPECIFIED CALENDAR DAYS 185	CALENDAR DAYS USED 183½
PROJECT AUTHORIZATION: $ 921,465.64	SPECIFIED COMPLETION DATE	PERCENT OF TIME ELAPSED: 100
EXCLUSIVE OF ENGINEERING: $ 842,397.88	ENGINEERING AUTHORIZATION $ 73,067.76	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 871,370.00	ENGINEERING COST TO DATE $ 75,738.50	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100
ESTIMATED PERCENT OVERRUN: 3 %	PERCENT OF AUTHORIZATION: 104 %	DATE PROJECT WAS COMPLETED: January 8, 1983

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD		
		100	100	100	100		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	7.54				
MILES PARTIALLY COMPLETED	7.54				
MILES COMPLETED	7.54				
TOTAL ESTIMATED QUANTITIES (CONTRACT)	2,750 CY	3,400 T			18,300 T
TOTAL QUANTITIES CORRECTED TO DATE	1,571	4,873			21,235
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	1,571	4,873			21,235
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:
Pickup

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

		WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	27	Showers	0		
MONDAY	28	Showers	0		
TUESDAY	1	Showers	0		
WEDNESDAY	2	Cloudy	0		
THURSDAY	3	Fair	0		
FRIDAY	4	Cloudy	0		
SATURDAY	5		0		

RECEIVED
CONSTRUCTION SECTION

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY 27	No activity
MONDAY 28	No activiyt
TUESDAY 1	Install guard rail end pieces, completing project work.
WEDNESDAY 2	Compiling semifinal estimate
THURSDAY 3	Submit semifinal estimate to Region Engineer.
FRIDAY 4	No activity
SATURDAY 5	No activity

REMARKS

This will be the last report for this project.

SIGNED Barry L Nichols LOCATION Coquille

F.D. Morrison

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED SUBMIT 3 COPIES

SP*F216

VICTOR ATIYEH
GOVERNOR

Department of Transportation
STATE HIGHWAY DIVISION

IN REPLY REFER TO
FILE NO

CON

DATE: January 6, 1983

AGENDA
JAN 18 1983

TO: Oregon Transportation Commission

FROM: H. S. Coulter, P.E.
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
Port Orford-Cape Sebastian Section
Oregon Coast Highway, Curry County
Contract No. 9480

This grading and paving job is nearing completion and it appears that the final cost will exceed the project authorization by $64,100.00, or 7 percent.

The main items contributing to the overrun are the asphalt concrete mixture and the asphalt cement in that mixture. Additional quantities of these items were required to restore shape to the existing roadway prior to placement of the base and wearing courses of pavement. These two items added more than $75,000 to the cost of the project, and when combined with minor overruns and underruns of other items, resulted in the net overrun first mentioned above.

There are sufficient funds available in the category of work and all the increase is eligible for federal participation.

I recommend that the authorization be increased by $64,100.00 to a new total of $985,565.64. This matter will be on the consent calendar for the January 18 meeting.

OBJ:mk st

bc Fred D. Miller
R. W. Gormsen
C. T. Keasey
V. E. Skoog
Jim Gix
George Bell

orm 734-3123

STATE OF OREGON
Highway Construction

INTEROFFICE MEMO
378-6318 FILE: CON 5

TO: W. E. Schwartz, P.E., P.L.S.
Ass't. State Highway Engineer

DATE: December 14, 1982

FROM: O. B. Jackmond
O. B. Jackmond, P.E., P.L.S.
Contract Administration Engineer

SUBJECT: Request for Increase in Project Authorization
Port Orford-Cape Sebastian Section
Oregon Coast Highway, Curry County
Contract No. 9480

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There are sufficient funds available in the category of work and all the increase is eligible for federal participation. PCRB approval is not required.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $64,100.00. Also attached is a copy of the Expected Overrun of Project Authorization form.

OBJ:HHP:mk

Attach.

cc: Alfred Shirley, Jr.
F. D. Morrison
R. D. Church
D. E. Swan

NOTED
H.S.COULTER

81-125-1387

Contains Recycled Materials

7480

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State
MONTHLY TRANSACTION NUMBER 10-195	10-25-82	Oregon
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Curry
MODIFICATION NUMBER 1		Project Number F-2-1(12)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on June 28 , 19 82 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 926,005.00	$ 976,196.00
Federal funds	$ 816,551.00	$ 860,809.00
Other revisions		

This modification is made for the following reasons: to include increase in construction costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 25th day of October , 1982 .

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By _____

Program Management Engineer
(Title)

XXBy For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Gen. File

Oregon State Highway Division
Salem, Oregon October 20, 1982

Federal-Aid Project
No. F-2-1(12)

Port Orford-Cape Sebastian Section
Oregon Coast Highway in
Curry County

REVISED PROJECT AGREEMENT ESTIMATE

Type Code I000
Roadway (MP 301.5 to MP 303.72; MP 304.10 to MP 304.80; MP 305.10 to MP 305.50; MP 305.60 to MP 305.80; MP 310.60 to MP 310.80; MP 311.90 to MP 312.42; MP 313.80 to MP 315.50 & MP 331.70 to MP 333.30)

Subtotal of previous estimate of June 10, 1982			$815,864.00

Previous Estimate

Flagman	1,000 Hr.	10.00	$ 10,000.00
Aggregate Shoulders	1,220 Ton	8.50	10,370.00
Asphalt Cement in Mix	915 Ton	196.00	179,340.00
			$199,710.00

Revised Estimate

Flagman	1,800 Hr.	10.00	$ 18,000.00
Aggregate Shoulders	1,610 Ton	8.50	13,685.00
Asphalt Cement in Mix	1,096 Ton	196.00	214,816.00
Remove Gravel Berms (E.W.O. #1)		All Required	3,400.00
			$249,901.00

Increase	$ 50,191.00
Subtotal	866,055.00
Engineering	110,141.00
TOTAL	$976,196.00

Length of Project ---------- 31.80 miles
No Work Sections ---------- 24.26 miles
7.54 miles

Cost of Roadway Per Mile --------$129,468.97

Federal Funds ----------$860,809.00
State Funds ---------- 115,387.00
TOTAL $976,196.00

Group 1 81%; Group 8 19%
Contract No. 9480
Prefix: 8-1066

OMB No. 04-R2089

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NO. 7-9	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION **FEDERAL-AID PROJECT AGREEMENT**	State: Oregon County: Curry Project No.: F-2-1(12)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

Port Orford - Cape Sebastian

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	5-5-82	
OTHER *(Specify)*		

ESTIMATED TOTAL COST OF PROJECT	FUNDS PRO RATA 88.18% FEDERAL FUNDS
$ 926,005.00	$ 816,551.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By [signature]

Program Management Engineer
(Title)

XXBy For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By [signature]
(Division Administrator)

For: Dale E. Wilken

Date executed by
Division Administrator

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Oregon State Highway Division
Salem, Oregon June 10, 1982

Federal-Aid Project
No. F-2-1(12)

Port Orford - Cape Sebastian Section
Oregon Coast Highway in Curry County

PROJECT AGREEMENT ESTIMATE

Type Code I000
Roadway (MP 301.5 to MP 303.72, MP 304.10 to MP 304.80; MP 305.10 to MP 305.50; MP 305.60 to MP 305.80; MP 310.60 to MP 310.80; MP 311.90 to MP 312.42; MP 313.80 to MP 315.50 & MP 331.70 to MP 333.30)

Mobilization		All Required	$ 50,000.00
Temporary Protection and Direction of Traffic		All Required	8,000.00
Temporary Signs	500 Sq. Ft.	8.25	4,125.00
Temporary Barricades	6 Each	50.00	300.00
Flagmen	1,000 Hour	10.00	10,000.00
Pilot Car	350 Hour	30.00	10,500.00
Clearing and Grubbing		All Required	27,500.00
Removal of Structures and Obstructions		All Required	5,000.00
Embankment in Place	2,750 Cu. Yd.	10.00	27,500.00
Trench Excavation	100 Cu. Yd.	8.25	825.00
Finishing Roadbed and Slopes		All Required	1,100.00
Watering	75 M-Gal.	10.00	750.00
Aggregate Shoulders	3,600 Ton	8.50	30,600.00
Class "B" or Class "C" Asphalt Concrete Mixture	18,400 Ton	11.75	216,200.00
Asphalt Cement in Mixture	1,100 Ton	196.00	215,600.00
Asphalt in Tack Coat	30 Ton	240.00	7,200.00
18-inch Culvert Pipe	1,000 Lin. Ft.	12.50	12,500.00
Guard Rail, Type 2A	15,163 Lin. Ft.	8.00	121,304.00
Guard Rail, Type 3	100 Lin. Ft.	24.00	2,400.00
Guard Rail Anchors, Type 1	46 Each	250.00	11,500.00
Extra for Guard Rail Bridge Connections	4 Each	300.00	1,200.00
Rail End Pieces, Type C	30 Each	80.00	2,400.00
Extra for 9-foot Posts	6 Each	60.00	360.00
Extra for Asphalt Approaches	18 Each	200.00	3,600.00
Drain Curbs	4,000 Lin. Ft.	2.00	8,000.00
Delineators, Type 2	200 Each	18.00	3,600.00
Delineators, Type 4	80 Each	15.00	1,200.00
			$ 783,264.00

Additional Items

Permanent Pavement Striping	All Required	5,600.00
Temporary Pavement Striping	All Required	2,000.00
Asphalt Cement Adjustment	All Required	15,000.00
		$ 32,600.00
	SUBTOTAL	$ 815,864.00
	Engineering	110,141.00
	TOTAL	$ 926,005.00

Length of Project ---------- 31.80 miles

No. Work Sections ---------- 24.26 miles
7.54 miles

Cost of Roadway Per Mile ----------$122,812.33

Federal Funds (88.18%)----------$816,551.00
State Funds ---------- 109,454.00
TOTAL $926,005.00

Group 1 81%; Group 8 19%

Contract No. 9480
Prefix: 008-1433 (PE Only)
Prefix: 008-1066

Port Orford - Cape Sebastian Section
Non-Participating - State Work

State Responsibility for Damages	All Required	$	6,000.00

9480

L.

U.S. Department of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project F-2-1(12)
Port Orford-Cape Sebastian Section
Oregon Coast Hwy., Curry County

Date: May 21, 1982

From: Division Administrator

Reply to Attn of: HFO.3-OR

To: Mr. H. S. Coulter, State Highway Engineer, ODOT

Based on the information contained in Mr. Adams' May 6, 1982, letter, your request for an exception to the minimum design standards on the subject section of the Oregon Coast Highway is approved as being in the public interest.

G. K. Hansen
for Dale E. Wilken

cc:
OSHD (J H Versteeg, Rd Dsgn)

RECEIVED
TECHNICAL SERVICES
MAY 25 '82
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

RECEIVED
STATE HWY ENGR
MAY 24 '82
REFER TO
FOR
Info | Inves | R/D | D R | Sign | Act | File

STATE OF OREGON
HIGHWAY DIVISION - ODOT

INTEROFFICE MEMO
LOC 3

TO: F I L E

DATE: May 12, 1982

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Footpaths and Bicycle Trails
May 27, 1982 Bid Letting

This is an informational report to document the Highway Division's action taken with regard to establishing footpaths and bicycle trails as set forth in ORS 366.514. Bids will be opened May 27, 1982 on the following projects:

1. Coos Bay/Roseburg Highway @ 10th Street (Coquille)
   Coos Bay/Roseburg Highway, Coos County
   Traffic Signals

   Sidewalk ramps and pedestrian signals to be installed as part of this project.

2. Ukiah Rock Production
   Pendleton-John Day Highway, Umatilla County
   Aggregate Crushing

   Footpaths or bicycle trails are not incorporated in this project as no new highway construction, reconstruction or relocation is involved.

3. Ochoco Creek-Barnes Butte Road (Prineville)
   Ochoco Highway, Crook County
   Grading and Paving

   Bikeway project. Existing highway will be widened for six-foot shoulder bike lanes.

4. Port Orford-Cape Sebastian
   Oregon Coast Highway, Curry County
   Grading and Paving

   Bikeway and guard rail project. Shoulders on certain units will be widened to provide four- to six-foot shoulder bike lanes.

5. Hudson Slough Bridge
Smith River Road, Douglas County
Grading, Paving and Structure

Twelve-foot lanes with four-foot shoulders available on roadway and structure

Footpaths and bicycle trails will not be established under this project as per ORS Chapter 366, Section 2, subsection 2(c), which states, "footpaths and trails are not required to be established . . . where sparsity of population, other available ways or other factors indicate an absence of any need for such paths and trails."

6. Juniper Canyon Bridge
John Day Highway, Gilliam County
Grading, Paving and Structure

Twelve-foot lanes with four-foot shoulders available on roadway and structure.

Same as No. 5.

7. Valley of the Rogue State Park, Suncrest and Siskiyou Safety Rest Areas
Building Construction

Same as No. 2.

8. South Santiam River (Sweet Home) Bridge
Pleasant Valley Road, Linn County
Grading, Paving and Structure

Twelve-foot lanes with six-foot shoulders available on roadway and structure.

Same as No. 5.

9. Vail Creek-Nylund Road
Santiam Highway, Linn County
Grading and Paving

Multi-lane with eight-foot shoulders. To be striped and signed for shoulder bike lanes.

10. Chemawa Road-Greenwood Drive
N. River Road, Marion County
Grading and Paving

Multi-lane with five-foot, six-inch sidewalks with curb ramps for bicycle and pedestrian use.

11. Bombing Range Road-Butter Creek (Unit 2)
Lexington-Echo Highway, Morrow County
Grading, Paving and Structures

Twelve-foot lanes with two- to four-foot shoulders available. Structure roadway widths are thirty-one feet, six inches.

Same as No. 5.

12. Boardman, Stanfield and Deadmans Pass
Safety Rest Areas
Columbia River and Old Oregon Highways
Morrow and Umatilla Counties
Building Alteration

Same as No. 2.

13. Farris Road-Powell Boulevard (Gresham, Unit 2)
FAU 9867, Multnomah County
Grading and Paving

Multi-lane with four-foot shoulder bikeway lanes and six-foot sidewalks with curb ramps.

14. I-5 Freeway-N. Greeley Avenue (Portland)
N. Going Street, Multnomah County
Sound Barrier, Bicycle/Pedestrian Path and Landscaping

An independent eight-foot bikepath/sidewalk, sidewalks and curb ramps will be constructed under this contract.

RPS:ge

cc E. S. Hunter
D. G. Talbot
L. E. George
F. E. Terpin
George Bell
Don Harwell

9480

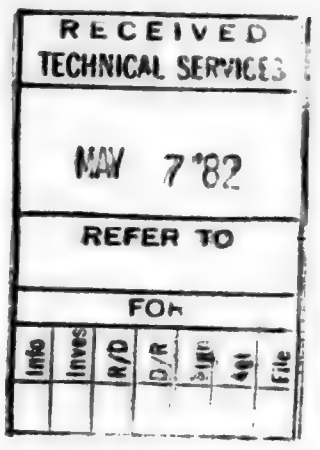
VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

May 6, 1982

In Reply Refer to
File No.:

DES 16



Dale E. Wilken
Division Administrator
Federal Highway Administration
The Equitable Center, Suite 100
530 Center Street
Salem, OR 97310

Attention: Glenn K. Hossner

Port Orford-Cape Sebastian Section
Oregon Coast Highway
Curry County

This letter is to request an exception to the standard width shoulders normally used on this class highway.

This is a federal aid paving project for the purpose of restoring the grade and asphalt surfacing of intermittent sections which have sunken or been distorted due to slides over the 32 mile project length. Intermittent widening also on the westerly side would provide some 4-foot minimum bikeway for three sections of roadway. Of the total 32 mile length, the pavement restoration work is approximately 4.1 miles long and the total length of the intermittent bikeway widening is approximately 3.4 miles.

The new section provides 12-foot travel lanes with 4-foot shoulders. There are, however, three sections with slow moving vehicle lanes that have the following dimensions:

MP 310.6 to MP 310.8 - 2 - 11' travel lanes; 1 - 10' slow moving vehicle lane; 2 - 4' shoulders

MP 311.9 to MP 312.4 - 4 - 11' lanes; 2 - 2' Shoulders

MP 313.9 to MP 314.2 - 4 - 12' lanes; 2 - 6' Shoulders

The ADT through this project varies from 3,000 to 4,000 cars per day.

The existing shoulders through this area are 2 feet to 4 feet. The proposed shoulder widths match or meet this condition thus preserving what is the existing typical section through this area. Widening to

obtain standard shoulder widths would not be economically feasible or physically practicable at this time due to high cuts and fills. It is in the public interest to use the reduced shoulder widths.

This letter is submitted as a documentation of the exception to the minimum design criteria as set forth in the "Geometric Design Standards for Highways other than Freeways," AASHO, 1969.

J. H. Versteeg
Road Design Engineer

By

Donald R. Adams, P.E.
Final Design Engineer

cc: E. S. Hunter
Alfred Shirley, Jr.
F. E. Terpin
D. H. Moehring
N. E. Mann

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: F-2-1(12)
2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 20075

2A. COUNTY NAME: Curry

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
5/5/82	Primary 2	Primary 9

10. GENERAL LOCATION:

Port Orford - Cape Sebastian Section

11. GENERAL DESCRIPTION OF WORK

Grade and pave

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- [XX] CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [XX] OTHER *(Specify)*

Permanent Pavement Striping S.F. $5,600
Temporary Pavement Striping S.F. $2,000
Asphalt Cement Adjustment $15,000

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate.

Mr. Swan's 5/3/82 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $1,142,065 Federal Funds $1,007,072.

A signed copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
MAY 14 '82
REFER TO Moehring
FOR
Info | Inves | R/D | D R | Sign | Act | File

Orig 5-14-82

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
5/5/82	G. K. Hoesmen	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

NOTE: SHADED AREAS TO BE COMPLETED IN SALEM OFFICE

LOCATION PROSPECTUS
OREGON DEPARTMENT OF TRANSPORTATION
LOCATION UNIT

DATE

PREFIX

1 - IDENTIFICATION

PROJECT NAME: Port Orford-Brookings (Slide Repair)

HIGHWAY NAME: Oregon Coast

HIGHWAY NUMBER: 9

REGION	ADMINISTRATIVE DISTRICT	COUNTY	CITY
3	7	Curry	

LENGTH	MILEPOST NUMBER			
49.3	301.5	TO	350.80	[X] RURAL [ ] URBAN

LOCAL GOVERNMENT PROJECT? [ ] YES [X] NO — IF YES, UNIT OF GOVERNMENT:

TYPE OF FUNDS: [ ] FAI [X] FAP [ ] FAS [X] STATE [ ] FAUS [ ] OTHER

METHOD OF CONSTRUCTION: [X] CONTRACT [ ] STATE FORCE [ ] OTHER

TYPE OF WORK: [ ] GRADING [X] PAVING [ ] STRUCTURE [ ] SIGN [ ] SIGNAL [ ] ILLUMINATION [ ] ROADSIDE IMPROVEMENT [ ] OTHER

PROJECT DESCRIPTION

Proposed project consists of 15 short sections varying in length from 0.1 miles to 1.3 miles. These are slide sections activated by recent heavy rains causing pavement settlements of varying amounts. Any required grading or aggregate base work will be constructed by maintenance forces. No field work is required. Estimate data furnished by District Maintenance Supervisor. Project is proposed to restore highway to original grade where possible and to original width.

In addition to the above, project will include widening shoulders in other areas to minimum 4 foot width for bicycle use.

Versteeg ✓
Anderson
Adams
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
FEB 19 1982
ROAD DESIGN SECTION

Do Not File
Return To
Bring
Action

2 - TRAFFIC DATA

EXISTING AVERAGE DAILY TRAFFIC (YEAR-VOLUME)	PROJECTED AVERAGE DAILY TRAFFIC (YEAR-VOLUME)
1979 variable 2200-3000	

LEVEL OF SERVICE	A	B	C	D	E	F
EXISTING	[ ]	[X]	[ ]	[ ]	[ ]	[ ]
PROPOSED	[ ]	[X]	[ ]	[ ]	[ ]	[ ]

DESIGN SPEED (MPH)	DESIGN STANDARDS	TRAFFIC ANALYSIS
55	3R	[✓] LIGHT [ ] MEDIUM [ ] HEAVY

APPROVED
Frank E. Ripin
Location Engineer
Date 2/16/82

REFERRED TO
Beard Stoudanmeyer
Cole Mann
Eriksen Watson
Hager Dorn
Return Discuss Do File Due
BY FINAL DESIGN ENGINEER

3 - FEATURES	EXISTI NUMBER AND WIDTH	PI OSED NUMBER AND WIDTH
TRAVEL LANES	Variable 2 & 3 @ 12'	Same
SHOULDERS	Variable 2 @ 4'-8'	Same
MEDIANS		—
PARKING LANES		—
SIDEWALKS		—
BIKEWAYS	On shoulder	On shoulder
INTERCHANGES		—
OTHER:		

	YES	NO	MAYBE
Channelization	☐	☒	☐
Frontage Roads	☐	☒	☐
Traffic Signals	☐	☒	☐
Signing	☐	☐	☒
Illumination	☐	☒	☐
Structures	☐	☒	☐
Stage Construction	☐	☒	☐
Pedestrian Crossing	☐	☒	☐
Rest Area	☐	☒	☐
Truck Scale Site	☐	☒	☐
Landscaping	☐	☒	☐
Drainage	☐	☒	☐
River _____	☐	☒	☐
Stream _____	☐	☒	☐
Storm Sewer	☐	☒	☐
Sanitary Sewer	☐	☒	☐
Right of Way	☐	☒	☐
Simple Acquisition	☐	☒	☐
Complex Acquisition	☐	☒	☐
Relocations	☐	☒	☐

	YES	NO	MAYBE
Right of Way (cont.) Improvements	☐	☒	☐
Access Control	☐	☒	☐
Railroad Crossing	☐	☒	☐
At Grade	☐	☒	☐
Separated	☐	☒	☐
Railroad Encroachment	☐	☒	☐
Permits	☐	☐	☒
Conditional Use	☐	☒	☐
Flood Plain	☐	☒	☐
Irrigation District	☐	☒	☐
Water District	☐	☒	☐
Drainage District	☐	☒	☐
Div. of State Lands	☐	☒	☐
Dept. of Geology & Min. Ind.	☐	☐	☒
Corps of Engineers	☐	☒	☐
Coast Guard	☐	☒	☐
DEQ NPS Air Pollution	☐	☒	☐
DEQ NPS Water Pollution	☐	☒	☐
Building	☐	☒	☐
Fish & Wildlife Approval	☐	☒	☐

3 - FEATURES (cont.)

	YES	NO	MAYBE
Agreements (City-County Etc.)	☐	X	☐
Environmental Assessment	☐	X	☐
Statewide Assessment	X	☐	☐
Negative Declaration	☐	X	☐
Environmental Impact Statement	☐	X	☐
4-F Statement	☐	X	☐
Citizen Advisory Committee	☐	X	☐
Public Hearing _____	☐	X	☐
Borrow Source	☐	X	☐
Material Source	☐	☐	X
Utilities	☐	X	☐

Type _____

	YES	NO	MAYBE
Hydraulics Study	☐	X	☐
Soils Investigation	☐	X	☐
Airport Clearance	☐	X	☐
Economic Analysis	☐	X	☐
Requires Field Survey	☐	X	☐
Old Survey Available	☐	X	☐
Requires Vicinity Map	☐	X	☐
Requires Photogrammetry	☐	X	☐
Requires Reconnaissance Survey	☐	X	☐
Reconnaissance Available	☐	X	☐
Design Review	☐	X	☐

4 - WORK ITEMS

	TO BE PERFORMED BY APPLICANT	STATE	CONSULTANT
PRELIMINARY ENGINEERING	☐	X	☐
RIGHT-OF-WAY N/A	☐	☐	☐
CONSTRUCTION ENGINEERING	☐	X	☐

5 - DURATION TIMES (MONTHS)

	FLOAT	ACTIVE
RECONNAISSANCE SURVEY	( )	—
DRAFT ENVIRONMENTAL IMPACT STATEMENT	( )	—
CORRIDOR APPROVAL	( )	—
FIELD SURVEY	( )	Not Required
PRELIMINARY DESIGN	( )	—
DESIGN APPROVAL/FINAL EIS	( )	—
RIGHT-OF-WAY DESCRIPTIONS	( )	—
RIGHT-OF-WAY ACQUISITION	( )	—
P.S. & E. DOCUMENTS	( )	3

RECOMMENDED CONSTRUCTION DATE May 1 - June 15, 1982
(Region) (Salem)

6 - SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING
AC pavement and leveling		variable 2"-4"

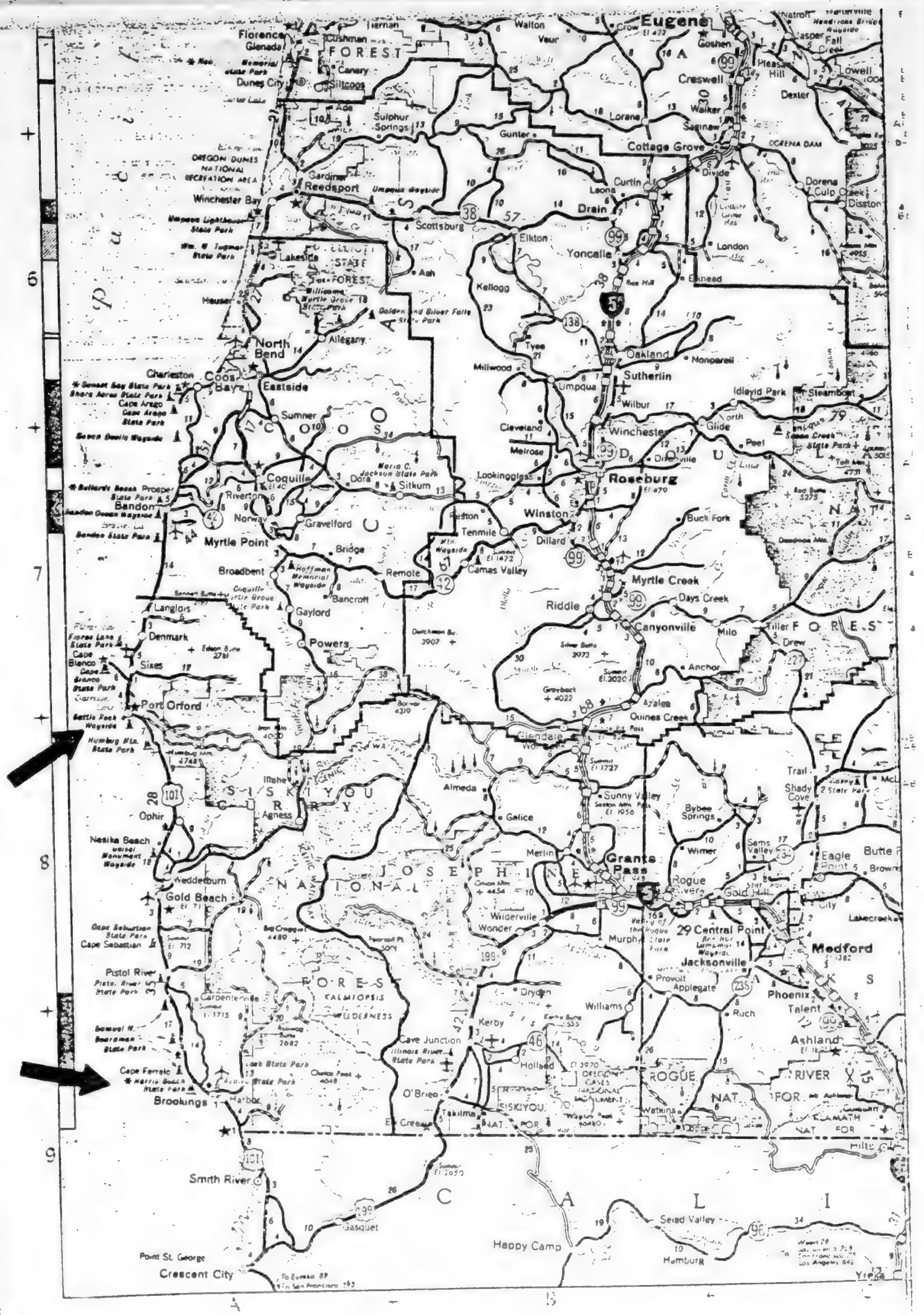
7 - TYPICAL SECTION AND LOCATION

Attach 8½ x 11 inch sheets for general location map and typical section (roadway & structure).

8 - PROJECT COST ESTIMATES

	REGION	SALEM
PRELIMINARY ENGINEERING	8,000.00	8.400
RIGHT OF WAY		
TRAFFIC CONTROL		60,000
ILLUMINATION		
STRUCTURES		
RAILROAD		
ROADWAY	667,000.00	667,000
OTHER (Non-participating bicycle funds)		250,000
ENGINEERING & CONTINGENCIES ....20%....	133,000.00	133,000
PROJECT TOTAL	808,000.00	1,118,400

SUBMITTED BY [signature]


Florence
Glenada
Dunes City
Siltcoos
Canary
FOREST
Cushman
Herman
Walton
Veur
Crow
Eugene
El 422
Goshen
Natroff
Jasper
Fall Creek
Pleasant Hill
Creswell
Dexter
Lowell
Walker
Saginaw
Lorane
Sulphur Springs
Gunter
Cottage Grove
DORENA DAM
Divide
Dorena
Culp Creek
Disston
OREGON DUNES NATIONAL RECREATION AREA
Gardiner
Reedsport
Umpqua Wayside
Winchester Bay
Umpqua Lighthouse State Park
Scottsburg
Curtin
Leona
Drain
Elkton
Yoncalla
London
Elkhead
Lakeside
Ash
Kellogg
Tyee
Oakland
Nonpareil
Sutherlin
Millwood
Umpqua
Idleyld Park
Steamboat
Wilbur
Allegany
North Bend
Charleston
Coos Bay
Eastside
Sunset Bay State Park
Shore Acres State Park
Cape Arago
Cape Arago State Park
Sumner
Cleveland
Winchester
Glide
Peel
Melrose
Dillard
Roseburg
El 470
Lookingglass
Coquille
Riverton
Dora
Sitkum
Maria C. Jackson State Park
Bullards Beach State Park
Prosper
Bandon
Bandon Ocean Wayside
Norway
Gravelford
Myrtle Point
Bridge
Broadbent
Remote
Camas Valley
Tenmile
Winston
Buck Fork
Days Creek
Myrtle Creek
Riddle
Canyonville
Milo
Tiller
Drew
Anchor
Hoffman Memorial Wayside
Bancroft
Gaylord
Langlois
Denmark
Powers
Sixes
Cape Blanco
Cape Blanco State Park
Port Orford
Humbug Mtn. State Park
Ayales
Quines Creek
Glendale
Trail
Shady Cove
Eagle Point
Butte Falls
Brownsboro
Lakecreek
Ophir
Agness
Illahe
Almeda
Galice
Sunny Valley
Bybee Springs
Wimer
Sams Valley
Merlin
Grants Pass
Rogue River
Gold Hill
Central Point
Medford
Jacksonville
Prowitt
Applegate
Ruch
Phoenix
Talent
Ashland
Nesika Beach
Wedderburn
Gold Beach
Cape Sebastian
Cape Sebastian State Park
Pistol River
Pistol River State Park
Carpenterville
Samuel H. Boardman State Park
Cape Ferrelo
Harris Beach State Park
Brookings Harbor
Wilderville
Wonder
Murphy
Williams
Kerby
Cave Junction
Illinois River State Park
Holland
O'Brien
Takilma
Selma
Dryden
Smith River
Gasquet
Point St. George
Crescent City
Happy Camp
Seiad Valley
Hamburg
Yreka
JOSEPHINE
SISKIYOU
SISKIYOU MOUNTAINS
KALMIOPSIS WILDERNESS
ROGUE RIVER NAT FOR
KLAMATH NAT FOR
SISKIYOU NAT FOR
CALIFORNIA
OREGON
Scenic Rogue River
Scenic Illahe
Scenic Siskiyou
Scenic Applegate
Scenic Illinois
Scenic Chetco
Scenic Elliott State Forest
Williams Myrtle Grove State Park
Golden and Silver Falls State Park
Loeb State Park
Chetco Peak
Dutchman Bu.
Silver Butte
Grayback
Red Buttes
Preacher Mtn.
Summit El. 2020
Summit El. 1727
Summit El. 2050
Sunny Valley Section Mtn. Pass El. 1950
Canyon Mtn.
Big Craggy
Pearsoll Pk.
Bear Hill
Rice Hill
Lookout Point Lake
Dorena Lake
Fern Hill Lookout
Lemolo Lookout
Tolo Mtn.
Diamond Mtn.
Bolan Mtn.
Bunker Hill
Mt. Reuben
Mt. Elijah
Mt. Isaac
Mt. Ashland
Hilts
Watkins
Ellis Creek
Takilma
Illinois River State Park
Oregon Caves National Monument
Wayside
Summit
Pass
Creek
Mtn.
Butte
Falls
Lake
Park
Forest
Wilderness
National
Monument
Recreation Area
Lighthouse
Memorial
Beach
Bay
Harbor
Point
Rock
Mountain
Valley
River
Fork
Grove
Springs
Junction
Center
Hill
Heights
Meadows
Orchard
Plains
Prairie
Ridge
Summit
Trail
Wayside
Campground
Lookout
Station
Airport
Golf Course
Cemetery
Hospital
Library
Museum
Post Office
School
Church
Bridge
Dam
Tunnel
Ferry
Lighthouse
Radio Tower
Water Tower
Windmill
Mine
Quarry
Oil Well
Gas Well
Power Plant
Substation
Transmission Line
Pipeline
Railroad
Highway
Interstate
U.S. Route
State Route
County Road
Forest Road
Trail
Boundary
County Boundary
State Boundary
National Forest Boundary
National Park Boundary
Wilderness Boundary
Reservation Boundary
Indian Reservation
Military Reservation
Airport
Heliport
Seaplane Base
Landing Strip
Runway
Taxiway
Apron
Hangar
Control Tower
Terminal
Fuel
Oil
Gas
Water
Power
Telephone
Telegraph
Radio
Television
Microwave
Satellite
Antenna
Tower
Building
House
Barn
Shed
Garage
Fence
Gate
Corral
Pasture
Field
Orchard
Vineyard
Grove
Forest
Woods
Brush
Grass
Meadow
Swamp
Marsh
Lake
Pond
Reservoir
Stream
River
Creek
Canal
Ditch
Flume
Penstock
Intake
Outlet
Spillway
Gate
Valve
Meter
Pump
Tank
Well
Spring
Hydrant
Sprinkler
Irrigation
Drainage
Erosion
Flood
Levee
Dike
Jetty
Breakwater
Seawall
Groin
Pier
Wharf
Dock
Boat Ramp
Marina
Anchorage
Channel
Buoy
Beacon
Light
Fog Signal
Radio Beacon
Loran
Radar
Sonar
Depth
Sounding
Contour
Elevation
Benchmark
Triangulation
Traverse
Control
Datum
Projection
Grid
Graticule
Scale
Legend
Title
Date
Author
Publication
Edition
Revision
Index
Key
Symbol
Color
Shading
Hachure
Relief
Hillshade
Slope
Aspect
Profile
Cross Section
Block Diagram
Perspective
Oblique
Vertical
Horizontal
Scale Bar
Graphic Scale
Verbal Scale
Representative Fraction
Map Projection
Geographic Coordinates
Latitude
Longitude
Meridian
Parallel
Equator
Prime Meridian
Universal Transverse Mercator
State Plane Coordinates
Township
Range
Section
Quarter Section
Lot
Block
Subdivision
Addition
Survey
Monument
Corner
Boundary Line
Property Line
Right of Way
Easement
Lease
Permit
Claim
Patent
Deed
Title
Abstract
Plat
Map
Chart
Diagram
Table
Graph
Figure
Illustration
Photograph
Aerial Photograph
Satellite Image
Orthophoto
Mosaic
Composite
Overlay
Transparency
Base Map
Reference Map
Index Map
Key Map
Location Map
Vicinity Map
Area Map
Regional Map
National Map
World Map
Globe
Atlas
Gazetteer
Directory
Guide
Handbook
Manual
Report
Publication
Bulletin
Circular
Professional Paper
Water Supply Paper
Geologic Quadrangle
Topographic Quadrangle
Orthophotoquad
Digital Elevation Model
Digital Line Graph
Digital Raster Graphic
Digital Orthophoto Quadrangle
Geographic Information System
Global Positioning System
Remote Sensing
Photogrammetry
Cartography
Surveying
Geodesy
Geology
Hydrology
Meteorology
Climatology
Oceanography
Ecology
Biology
Botany
Zoology
Forestry
Agriculture
Mining
Petroleum
Natural Gas
Coal
Metal
Nonmetal
Industrial Mineral
Construction Material
Energy
Power
Transportation
Communication
Utility
Water Resource
Land Use
Land Cover
Land Ownership
Land Management
Land Classification
Land Capability
Land Suitability
Land Value
Land Tax
Land Development
Land Subdivision
Land Survey
Land Title
Land Deed
Land Lease
Land Permit
Land Claim
Land Patent
Land Abstract
Land Plat
Land Map
Land Chart
Land Diagram
Land Table
Land Graph
Land Figure
Land Illustration
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Land World Map
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Land Gazetteer
Land Directory
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Land Handbook
Land Manual
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Land Publication
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Land Circular
Land Professional Paper
Land Water Supply Paper
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Land Global Positioning System
Land Remote Sensing
Land Photogrammetry
Land Cartography
Land Surveying
Land Geodesy
Land Geology
Land Hydrology
Land Meteorology
Land Climatology
Land Oceanography
Land Ecology
Land Biology
Land Botany
Land Zoology
Land Forestry
Land Agriculture
Land Mining
Land Petroleum
Land Natural Gas
Land Coal
Land Metal
Land Nonmetal
Land Industrial Mineral
Land Construction Material
Land Energy
Land Power
Land Transportation
Land Communication
Land Utility
Land Water Resource
Land Use
Land Cover
Land Ownership
Land Management
Land Classification
Land Capability
Land Suitability
Land Value
Land Tax
Land Development
Land Subdivision
Land Survey
Land Title
Land Deed
Land Lease
Land Permit
Land Claim
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Land Hydrology
Land Meteorology
Land Climatology
Land Oceanography
Land Ecology
Land Biology
Land Botany
Land Zoology
Land Forestry
Land Agriculture
Land Mining
Land Petroleum
Land Natural Gas
Land Coal
Land Metal
Land Nonmetal
Land Industrial Mineral
Land Construction Material
Land Energy
Land Power
Land Transportation
Land Communication
Land Utility
Land Water Resource

94-D

STATE OF OREGON
HIGHWAY DIVISION

INTEROFFICE MEMO

PRO

TO: H. S. Coulter, P.E.
State Highway Engineer

DATE: January 18, 1981

FROM: D. E. Swan, P.E.
Operation Programming Engineer

NOTED
H. S. COULTER

SUBJECT: Port Orford-Brookings (Slide Repair)
Oregon Coast Highway
Curry County

Attached is a Project Request for a slide repair project on the Oregon Coast Highway between Port Orford and Brookings.

The proposed project consists of 15 short sections varying in length from 0.1 mile to 1.3 miles spread over the 48 mile total length. Heavy rains this winter have activated slides and traffic is now traveling on gravel or sunken pavement through these areas. This project would pave the areas to restore these sections to an acceptable level.

Estimated cost is $808,000 and would be done as a Federal-Aid Primary project.

It is recommended that this be taken to the Commission as a "not on the Agenda" item January 19 to insure an early contract date.

KO:pf
Attachment

OREGON STATE HIGHWAY DIVISION
PROJECT REQUEST

A. IDENTIFICATION: Date: January 11, 1

Proposed Section: Port Orford- Brookings (Slide Repair) Region: 3

Highway: Oregon Coast St. Hwy. No. 9 M.P. 302.95 to M.P. 350.80 Length: 47.85

County(s): Curry (Attach Sketch Map)

Recommended Construction Date: May 1, 1982 Proposed 6 YP ____

Method of Doing Work: Contract X St. Force ____ Other ____

B. FINANCING

	Section	Year	Funds Available
Postpone ☐		Current 6 YP	
		Recommend	
Cancel ☐		Current 6 YP	
		Recommend	

If not one of the above - Recommended Financing: ____

FAI ☐ , FAP ☒ , FAS ☐ , ST. CONST. ☐ , OTHER ☐ ____

C. ROADWAY & TRAFFIC

	Width			Structures		Extg. Traffic (Year 1979)		Proj. Traffic (Year)	
	No. Lanes	Pvmt.	Shldrs.	Walks	No.	Tot. Lng.	ADT	Service Level	ADT	Service Level
Existing Facility:	Var. 2-3	32-60 incl. shldrs.					Var. 2200-3000			
Proposed Facility:	Same									

D. DEFINE THE PROBLEM: Heavy rains activated slides. Traffic now traveling on gravel or sunken pavement.

E. PROPOSED SOLUTION: Pave areas as required to restore sections to an acceptable level.

F. REASON FOR REQUEST AT THIS TIME: To bring project to an early contract to rectify undesirable highway conditions.

G. COST ESTIMATE

Roadway Work	$ 800,000.00
R/W (Approx: No. of Parcels ____, Acres ____, Any Reloc. ____).	N/A
Structures	N/A
Other (Define) ____	
Preliminary Engineering (By Whom) State	8,000.00
TOTAL	$ 808,000.00

H. REQUESTED BY: ____
Region Engineer or Section Head

Approval/~~Disapproval~~ ____
State Highway Engineer Date

Approval/Disapproval ____
Asst. Director for Operations Date

Oregon Transportation Commission

Approval Date ____

Remarks & Action Taken:

reg to Mackenzie 1/21/82

Form 734-1386 (3-78)

1982 Hudson Slough Br. Sec. 9481
of Smith River Rd. (grading, paving,
structure)

NM 7265 4-10-80
CLA 10,561 — 4/22/81, 3/29/82, 4/7/83, 10/3/83,

Oregon Department of Transportation
HIGHWAY DIVISION

HIGHWAY DIVISION INVOICE

AGENCY	CURRENT DOCUMENT NUMBER
C	146531

YOUR ORDER NUMBER	BILLING REQ. NUMBER	DATE	VENDOR NUMBER
	CA 6066	1/12/88	000061010400

Douglas County Treasurer
County Courthouse
Roseburg, OR 97470

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DIVISION
434 TRANSPORTATION BUILDING
SALEM OR 97310-0780

FOLD

T.C	E.A. SUB JOB	SPECD	ORG. UNIT	OBJ DTL	ACT.	REVENUE SOURCE	AGY. SRC.	AMOUNT
617	C09481-011	L02	8011			844010	10	$15,376.09

PROG	APP SYM	FUND CODE	FUND DETAIL	FUND SOURCE

FOLD

DESCRIPTION: Final Settlement on BROS A409(2 & 3) Hudson Slough Bridge Section Agreement #7265.

	TOTAL PRICE
TOTAL PROJECT COST	$ 778,523.77
Less: Federal Funds	(611,087.68)
Less: Advance Deposit	(152,060.00)

GL 1140
SPECIAL INSTRUCTIONS (FOR ACCOUNTING USE ONLY)

TOTAL AMOUNT DUE $ 15,376.09

IF YOU HAVE QUESTIONS ABOUT THIS INVOICE PLEASE CONTACT: Mike Shultz (INVOICE PREPARER) PH. 378-6514

734-1150 (11-86)

OREGON STATE HIGHWAY DIVISION

ITEMIZED STATEMENT OF FINAL COSTS — DATE: 11-16-87

COUNTY: DOUGLAS AGREEMENT NO: 7265 PROJECT NO: BROS-A409(2&3)

CONTRACT NO: 9481 SECTION: Hudson Slough Bridge Section

Preliminary Engineering (Prefix: C510-1993):

	PARTICIPATING	NONPARTICIPATING
Project Manager	$ 318.78	$
Consulting Engineer	23,000.00	
Bridge Design	1,299.92	
Final Design	376.03	
Preliminary Design	204.24	
Region Geology	136.39	
Region-Utility Liaison	17.23	
Program Section	228.82	
Specifications	1,716.66	
Administrative Services	20.60	
Environmental Section	2,030.76	
Public Hearing Charges	74.80	
TOTAL P.E. COST	$ 29,424.23	$ -0-

Construction (Prefix: C510-1012):

Payment to Contractor	$638,091.76	$ 231.00
Credit for Liquidated Damages	(1.912.50)	
Project Manager (State)		3,712.41
Consultant Eng. (OBEC)	97,626.26	4,339.09
Time Extension		337.50
Program Section		189.39
Materials Testing		4,201.26
EEO Monitoring	271.97	
Audit Expense	357.88	
Technical Services		314.92
Construction Office		1,338.40
TOTAL CONSTRUCTION COST	$734,435.37	$14,664.17 *

SUMMARY:

Participating P.E. Cost	$ 29,424.23
Participating Constr. Cost	734,435.37
TOTAL PARTICIPATING COST	$763,859.60

FEDERAL FUNDS:

P.E. (80%)	$ 23,539.38	
Const. (80%)	587,548.30	(611,087.68)
SUBTOTAL		$152,771.92
Plus Nonparticipating County Cost		14,664.17
Less County's Advance Deposits		
AD #884	$ 6,640.00	
AD #82-33	133,200.00	
AD #83-112	12,220.00	(152,060.00)
BALANCE DUE FROM COUNTY		$ 15,376.09

*All Construction Engineering Cost in Excess of 15% are non-participating County cost.

MKS:pf

9481 (ORIGINAL) 510-1012 9481

FORM APPROVED BY COMPTROLLER GENERAL, U.S. MAY [illegible], 1966

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

STATE VOUCHER NO.

FHWA VOUCHER NO.

VOUCHER FOR WORK PERFORMED UNDER PROVISIONS OF THE FEDERAL AID AND FEDERAL HIGHWAY ACTS, AS AMENDED

6-34-7

APPROPRIATION

FHWA SCHEDULE NO.

THE UNITED STATES, DR., TO *(Insert official or depositary named in project agreement)*

Treasurer of the State of Oregon

ADDRESS

Capitol Building
Salem, OR 97310

PAID BY

(For use of Paying Office)

STATE

Oregon

VOUCHER TYPE *(Check Appropriate Block)*

☐ CURRENT BILLING

☐ OTHER PROGRESS

☒ FINAL VOUCHER (*)

VOUCHER PERIOD

FROM 5/05/82

TO 4/12/85

FEDERAL AID PROJECT NO.

BRS-A409(3)

(*) Use Form FHWA-1447 for Final Voucher for a project constructed under certification acceptance or secondary road procedures (23 U.S.C. 117).

TOTAL ACTUAL COST	TOTAL PARTICIPATING COST	PRO-RATA OF PARTICIPATING COST CLAIMED FROM U.S.	TOTAL AMOUNT CLAIMED FROM U.S.	LESS PREVIOUS PAYMENTS	NET AMOUNT CLAIMED
749,099.54	734,435.37	80%	587,548.30	587,548.30	-0-

I certify that the costs shown in this voucher have been incurred in accordance with terms of project agreements; applicable State and Federal laws or regulations; and that no claim has previously been submitted for costs claimed.

STATE HIGHWAY AGENCY	DATE	SIGNATURE OF AUTHORIZED OFFICIAL
Oregon	6/24/87	Controller

I certify that supporting records for costs claimed, and the referenced project (if applicable), have been subjected to required reviews, approvals and inspections by the Federal Highway Administration and that the amount approved is justly due.

AMOUNT SUBMITTED 0.00

ADJUSTMENTS

AMOUNT APPROVED

SIGNATURE OF FHWA REPRESENTATIVE

(SIGN ORIGINAL ONLY)

DATE APPROVED

FORM PR-20
(REV. 5-78)

PREVIOUS EDITIONS ARE OBSOLETE

STATEMENT OF COSTS INCURRED UNDER PROJECT AGREEMENT

ITEM NO.	ITEM	QUANITY	UNIT	UNIT PRICE	AMOUNT	NOTATIONS (Payee must not use this column)
	HUDSON SLOUGH BRIDGE SECTION COUNTY ROAD IN DOUGLAS COUNTY					
	Construction Type Code X081 Structure, Br. No. 10C261 (Str. Sta. 6+00 to Sta. 9+25) Rd. Sta. 3+60 to Sta. 6+00 & Sta. 9+25 to Sta. 17+30)					
	Final Contract Payment Summary	Lump Sum			$638,091.76	✓
	Construction Engineering					
	Liquidated Damages	Lump Sum			$ (1,912.50)	✓
	Work by OBEC	All Required			97,626.26	
	TOTAL PARTICIPATING CONSTRUCTION ENGINEERING				**$ 95,713.76**	
	Misc. Project Cost					
	Monitor Equal Opportunity Employment	All Required			$ 271.97	✓
	Audit Expense	All Required			357.88	✓
	TOTAL PARTICIPATING MISC. PROJECT COST				**$ 629.85**	
	TOTAL PARTICIPATING PROJECT COST				**$734,435.37**	
	Non Participating Project Cost					
	Final Contract Payment Summary	All Required			$ 231.00	✓
	Time Extension	All Required			337.50	✓
	Construction Engineering	All Required			9,756.58	
	Work by OBEC	All Required			4,339.09	✓
	TOTAL NON PARTICIPATING PROJECT COST				**$ 14,664.17**	
	TOTAL PROJECT COST				**$749,099.54**	
	Prepared based on Participating Cost as shown on the Federal Billing as of 4/23/87.					

AMOUNT CARRIED FORWARD .....

	509	1045	944	00 P 1		4.98	4.98		85	85
	509	1045	945	00 P 1		109.35	109.35		85	85
	509	1045	946	00 P 1		126.64	126.64			
			TOT	P1		339.32	339.32			
			** JOB TOTALS **			339.32 **	339.32 **	339.32 **		

HUDSON SLOUGH BRIDGE — CONT NO 9481 — FA PROJ NOS BRS A409003 100 — STATE

510	1012	201	00 P 1			292.64CR	639,560.26	82	85
510	1012	201	00 N 1				337.50	83	84
510	1012	203	00 P 1				3,150.00CR	83	84
510	1012	296	00 N 9			2,168.86CR	728,135.86CR	82	85
510	1012	297	00 N 9				130,000.00	82	85
510	1012	298	00 N 9			2,168.86	598,135.86	82	85
510	1012	900	00 P 1	.72		12.79	3,712.41	82	85
510	1012	904	00 P 1	.72CR		104.84	101,279.31	82	85
510	1012	920	00 P 1				184.39	83	84
510	1012	928	00 N 1				52.67	82	84
510	1012	940	00 P 1				3,531.81	82	84
510	1012	941	00 P 1				44.30	84	84
510	1012	942	00 P 1				327.33	82	84
510	1012	944	00 P 1				714.92	84	84

ACCOUNT SUMMARY - EXPENDITURES & LEDGERS — JUNE 1985 — PAGE 425

DESCRIPTION	PREFIX	FUNCTION	SUB	F.	GR	CURRENT MONTH	FISCAL YEAR TO DATE	GRAND TOTAL TO DATE	ACTIVE YRS BEG	ACTIVE YRS END
	510	1012	945	00	P 1	1.39CR	306.76	1,274.05	84	85
	510	1012	946	00	P 1	.24CR	54.69	54.69	84	85
	510	1012	948	00	P 1	.08CR	17.12	279.38	83	85
	510	1012	985	00	P 1			231.97	83	83
			TOT	P1		1.71CR	203.56	747,668.12		
			TOT	N1				390.17		
			** JOB TOTALS **			1.71CR**	203.56 **	748,058.29 **		

BERRY SIOCK & SIAVELAND — CONT NO 9674 — FA PROJ NOS BS A403006 100 — STATE

510	1022	201	00 P 1			8,247.74	154,450.15	83	84
510	1022	203	00 P 1				975.00CR	83	84
510	1022	204	00 P 1				2,400.00CR	83	84
510	1022	270	02 P 1				1,500.00	83	84
510	1022	296	00 N 9			16,226.77CR	157,569.00CR	83	85
510	1022	298	00 N 9			16,226.77	157,569.00	83	85
510	1022	900	00 P 1	2.08		213.72	498.45	83	85
510	1022	900	00 N 1				6.05	83	83
510	1022	904	00 P 1	2.96CR		7,675.31	22,009.00	83	85
510	1022	915	00 P 1	.70CR		23.82	23.82	84	85
510	1022	915	01 P 1				107.23	84	84
510	1022	920	00 P 1	.08CR		17.34	51.13	83	85
510	1022	940	00 P 1	.29CR		25.32	61.13	83	85

DESCRIPTION	PREFIX	FUNCTION	SUB	F.	GR	CURRENT MONTH	FISCAL YEAR TO DATE	GRAND TOTAL TO DATE
	510 1940	910	00	P	1	3SCR	323.96	323.96
	510 1940	918	00	P	1		5.91	5.91
	510 1940	926	00	P	1	26.59	2,119.39	2,119.39
	510 1940	933	00	P	1	107.98	162.90	162.90
	510 1940	937	00	P	1	9SCR	21.05	21.05
		TOT	P1			732.94	20,488.48	20,488.48
		** JOB TOTALS **				732.94 **	20,488.48 **	20,488.48 **
SPTC @ ELKHEAD ROAD	CONT NO	FA PROJ NOS RRS A406001 100						STATE
	510 1953	296	00	N	9		2.52CR	2.52CR
	510 1953	298	00	N	9		5.81	5.81
	510 1953	903	00	P	1		2.81	2.81
		TOT	P1				2.81	2.81
		** JOB TOTALS **				**	2.81 **	2.81 **
HUDSON SLOUGH BRIDGE	CONT NO	* FA PROJ NOS BRS A409002 100						STATE
	510 1993	296	00	N	9			29,539.79CR
	510 1993	297	00	N	9			6,000.00
	510 1993	298	00	N	9			23,539.79
	510 1993	901	00	P	1			315.18
	510 1993	904	00	P	1			27,000.00
	510 1993	905	00	P	1			176.02
	510 1993	907	00	P	1			204.24
	510 1993	910	00	P	1			136.38
	510 1993	914	00	P	1			1.32
	510 1993	920	00	P	1			336.80
	510 1993	921	00	P	1			1,716.66
	510 1993	922	00	P	1			20.60
	510 1993	923	00	P	1			1,030.26
	510 1993	927	00	P	1			1,030.26
	510 1993	980	00	P	1			74.30
		TOT	P1					29,424.32
		** JOB TOTALS **				**	**	29,424.32 **
WILLOW CR (RHEA RD) BR	CONT NO	FA PROJ NOS RS B452002 100						STATE
	511 1904	296	00	N	9	895.56CR	4,297.54CR	4,297.54CR
	511 1904	298	00	N	9	895.56	4,297.54	4,297.54
	511 1904	901	00	P	1	12.36CR	3,882.50	3,882.50
	511 1904	918	00	P	1	1.83CR	414.10	414.10
	511 1904	926	00	P	1	1.15CR	266.15	266.15
	511 1904	933	00	P	1	4.71P	114.15	114.15
	511 1904	937	00	P	1	1.21CR	330.12	330.12
		TOT	P1			12.50CR	4,357.69	4,357.69
		** JOB TOTALS **				12.50CR **	4,357.69 **	4,357.69 **
E PINE CR (PINE CR RD) BR	CONT NO	* FA PROJ NOS BRS B47*001 100						12,225.10CR
	513 1904	296	00	N	9			

RECEIVED
STATE HWY ENGR
MAY 7 '85
REFER TO
C. Fredrickson
FOR
Info | Invest | R/D | D/R | Sig | Complete

STATE COPY

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

AE Saw
FOE
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Accts

FINAL ACCEPTANCE REPORT

REGION NO.	REPORT NO.	COUNTY	DIVISION
10	1	Douglas	Oregon
DATE OF REPORT	**REPORT MADE BY**		**PROJECT NO.**
March 12, 1985	C. O. Fredrickson, Const. Engineer		BRS-A409(3)
COMPLETION DATE	**ACCEPTANCE DATE BY CONTRACT AGENCY**	**TIME ELAPSED**	**CONTRACT TIME**
07-15-83	12-14-84	100 %	Specified 07-31-83
APPROVED EXTENSIONS	**LOCATION**		
	Hudson Slough Bridge Section of FAS route A409 (Smith River Rd.)		

*The PR-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted.
*A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

NOTED
W. E. SCHWARTZ

1. Description of Improvement as Programed:

   A. Construction of roadway subgrade, aggregate base and asphalt concrete pavement.

   B. Construct Bridge No. 16554 over Hudson Slough.
   Length: 325 feet. Roadway width: 32 feet.

   C. Performance of such additional and incidental work as is called for by the specifications and plans.

2. Contractor's Name: Stach Construction Co., Inc.

3. Contract Amount: $585,795.05

4. CERTIFICATION: I certify that the above listed project was completed as programed and in accordance with the procedures and standards contained in the State's approved Certification Acceptance Agreement. Final acceptance by the Federal Highway Administration is requested.

Signature (SHD Official) C. O. Fredrickson

Title Construction Engineer

*NOTE: Not applicable for direct federal projects.

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE Wallace N Bryant		SIGNATURE G. K. Hansen	
TITLE Area Engr.	DATE 4-12-85	TITLE FOE	DATE 4/12/85

FORM FHWA-1446 B (12-73) FORMERLY PR-33E

Previous Editions of PR-33E Will Not Be Used.

January 23, 1985

Fireman's Fund Insurance Company
Suite 1201, Lloyd 500 Building
500 NE Multnomah
Portland, OR 97232

CON 5
#9481

Gentlemen or Ladies:

On December 20, 1984, we wrote to you concerning release of final payment on Contract No. 9481 awarded to Stach Construction Company for work on the Hudson Slough Bridge Section of FAS A409 in Douglas County.

The total contract amount is $636,747.76 including $41,437.23 for work performed under force account.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

kjm
cc: Stach Construction Company
PO Box 730
Grants Pass, OR 97526

bc: C. O. Fredrickson
Walt Hart
James J. Gix

9481

CONTRACT PAYMENT VOUCHER - COVER SHEET

OREGON STATE HIGHWAY DIVISION

PAYEE

12-11-84

PAYEE	VOUCHER DATE	TOTAL AMOUNT
STACH CONSTRUCTION CO PO BOX 730 GRANTS PASS OR 97526	12-18-84	$ (292.64)

CONTRACT NO.	ESTIMATE NO.	APPROVED:
9481	17 FINAL	
PERIOD COVERED: TU 7-15-83		Designated Authority

FINAL OR POST FINAL VOUCHERS ONLY

CONTRACTORS CERTIFICATE

I, _____ (Name) CERTIFY THAT I AM _____ (Capacity)

FOR _____ (Firm or Corp.) THAT I HAVE KNOWLEDGE OF THE WITHIN DESCRIBED AND ATTACHED CLAIM; THAT THE FOREGOING ACCOUNT IS CORRECT AND JUST; THAT THE WORK WAS ACTUALLY PERFORMED AND MATERIAL FURNISHED AS THEREIN CHARGED; AND THAT THERE IS DUE ME FROM THE STATE OF OREGON THE AMOUNT INDICATED HEREON; FURTHER, THAT WHERE FORCE ACCOUNT WORK IS CHARGED, ANY CONTRIBUTIONS TO THE EMPLOYE'S BENEFIT FUNDS REQUIRED BY AGREEMENTS BETWEEN THE EMPLOYER'S ASSOCIATIONS AND THE EMPLOYE'S UNIONS HAVE BEEN PAID; FURTHER THAT NO PORTION OF THIS BILL HAS BEEN PREVIOUSLY PAID.

_____
Contractor's Signature

Executing the final voucher does not waive your right to submit additional claim(s) as defined in Sec.109.15, Standard Specifications for Highway Construction.

If the Contractor has elected to have retainage deposited in an interest-bearing account, per ORS279.420, accumulated interest will be paid in conjunction with the final warrant when issued. Administrative costs will also be deducted at this time for retainage deposits, or securities deposited in lieu of retainage.

Payment of accounts incurred by the State Highway Division authorized by ORS 366.435.

Form 734-1020X (Rev. 8-81)

CONTRACT # 9481 EST 017

510 1012	201(41)	1	P	292.64-	
	GROUP TOTAL CONTRACT ITEMS		P		292.64-
	GRAND TOTAL CONTRACT ITEMS				292.64-
510 1012	204(41)				

CONTRACT PAYMENT VOUCHER

OREGON STATE HIGHWAY DIVISION

FORM 734-1020 (REV. 7-78)

COUNTY: DOUGLAS | CONTRACT NO.: 9481 | ESTIMATE NO.: 17 | PREFIX NO'S.:

HIGHWAY: FAS A409 | FEDERAL AID PROJECT NO.: BRSA0409003

SECTION: HUDSON SLOUGH BRIDGE

NO.	ITEMS		UNITS	UNIT PRICE	QUANTITY TO DATE	AMOUNT TO DATE	PREVIOUS AMOUNT
001	1P MOBILIZATION		LUMP SUM	28000.0000	100.000	28000.00	28000.0
002	1P TEMPORARY PROTECTION AND DIR OF TRAFFIC		LUMP SUM	830.0000	100.000	830.00	830.0
003	1P TEMPORARY SIGNS		SQ FT	7.1000	249.400	1770.74	1770.0
004	1P TEMP CONT RAIL TRAFFIC	BARRIERS REFLEC	LIN FT	5.0000	475.000	2375.00	2375.0
005	1P FLAGMEN		HOUR	23.0000	581.500	13374.50	13374.5
006	1P CLEARING AND GRUBBING		LUMP SUM	5467.0000	100.000	5467.00	5467.0
007	1P REMOVAL OF STRUCTURES AND	OBSTRUCTIONS	LUMP SUM	240.0000	100.000	240.00	240.0
008	1P EMBANKMENT IN PLACE		CU YD	4.1400	5,034.140	21042.71	21026.1
009	1P ROADWAY REMOVAL EXCAVATN		CU YD	2.4500	4,453.150	10910.22	11280.7
010	1P FILTER FABRIC		SQ YD	5.3600	1,451.000	7777.36	7777.3
011	1P OBLITERATION OF ROADWAY		SQ YD	.4400	270.000	118.80	118.8
012	1P 1" - 0 AGGREGATE BASE		TON	7.1700	4,573.530	32792.21	32792.2
013	1P CLASS "B" OR CLASS "C"	ASPHALT CONC	TON	36.1900	873.940	31627.89	31627.8
014	1P 12-INCH CULVERT PIPE		LIN FT	8.5700	85.000	728.45	724.1
015	1P GUARD RAIL TYPE 2A		LIN FT	17.0000	100.000	1700.00	1700.0
016	1P GUARD RAIL TYPE 3		LIN FT	28.0000	100.000	2800.00	2800.0
017	1P GUARD RAIL ANCHORS	TYPE 1	EACH	350.0000	4.000	1400.00	1400.0
018	1P RAIL EN PIECES	TYPE C	EACH	100.0000	4.000	400.00	400.0
019	1P LOOSE RIPRAP CLASS 50		CU YD	17.6100	286.420	5043.86	5043.8
020	1P FURNISHING AND INSTALLING	MAILBOX POSTS	EACH	46.2000	5.000	231.00	231.0
021	1P BRIDGE REMOVAL WORK		LUMP SUM	7500.0000	100.000	7500.00	7500.0
022	1P SHORING CRIBBING ETC		LUMP SUM	3000.0000	100.000	3000.00	3000.0
023	1P STRUCTURE EXCAVATION		CU YD	12.0000	53.970	647.64	606.3
024	1P FURNISH PILE DRIVING	EQUIPMENT	LUMP SUM	16000.0000	100.000	16000.00	16000.0
025	1P FURNISH HP 10X42 STEEL	PILING	LIN FT	14.0000	1,288.000	18032.00	18032.0
026	1P FURNISH HP 12X53 STEEL	PILING	LIN FT	17.0000	2,384.000	40528.00	40528.0
027	1P DRIVE STEEL PILE		LIN FT	1.5000	3,850.750	5776.13	5776.1
028	1P STRUCTURAL CONCRETE	CLASS 3300	LUMP SUM	70000.0000	100.000	70000.00	70000.0
029	1P STRUCTURAL CONCRETE	CLASS 4000	LUMP SUM	84000.0000	100.000	84000.00	84000.0
030	1P 75'/80' TYPE III	PRESTRESSED BM	EACH	5600.0000	6.000	33600.00	33600.0
031	1P 80'/85' TYPE III	PRESTRESSED BM	EACH	5800.0000	14.000	81200.00	81200.0

DATE: 12 17 84 PG. 01 9481

PREVIOUS VOUCHER NO.:

CHECKED BY:

ENGINEER OR AUDITOR:

TOTAL CONTRACT ITEMS		
% RETAINED ON CONTRACT ITEMS		
FORCE ACCOUNT		
TOTAL PAYMENTS		

NT VOUCHER

HWAY DIVISION

COUNTY	CONTRACT NO.	ESTIMATE NO.	PREFIX NO'S.
DOUGLAS	9481	17	
HIGHWAY FAS A409	**FEDERAL AID PROJECT NO.** BRSA0409003		
SECTION HUDSON SLOUGH BRIDGE			

ITEMS	UNITS	UNIT PRICE	QUANTITY TO DATE	AMOUNT TO DATE	PREVIOUS AMOUNT	PRESENT AMOUNT
ON	LUMP SUM	28000.0000	100.000	28000.00	28000.00	
PROTECTION AND DIR OF TRAFFIC	LUMP SUM	830.0000	100.000	830.00	830.00	
SIGNS	SQ FT	7.1000	249.400	1770.74	1770.03	.71
RAIL TRAFFIC BARRIERS REFLEC	LIN FT	5.0000	475.000	2375.00	2375.00	
	HOUR	23.0000	581.500	13374.50	13374.50	
ND GRUBBING	LUMP SUM	5467.0000	100.000	5467.00	5467.00	
STRUCTURES ANDOBSTRUCTIONS	LUMP SUM	240.0000	100.000	240.00	240.00	
IN PLACE	CU YD	4.1400	5,034.140	21042.71	21026.11	16.60
MOVAL EXCAVATN	CU YD	2.4500	4,453.150	10910.22	11280.71	370.49-
RIC	SQ Y.	5.3600	1,451.000	7777.36	7777.36	
ON OF ROADWAY	SQ YD	.4400	270.000	118.80	118.80	
REGATE BASE	TON	7.1700	4,573.530	32792.21	32792.21	
OR CLASS "C" ASPHALT CONC	TON	36.1900	873.940	31627.89	31627.89	
LVERT PIPE	LIN FT	8.5700	85.000	728.45	724.17	4.28
TYPE 2A	LIN FT	17.0000	100.000	1700.00	1700.00	
TYPE 3	LIN FT	28.0000	100.000	2800.00	2800.00	
ANCHORS TYPE 1	EACH	350.0000	4.000	1400.00	1400.00	
IECES TYPE C	EACH	100.0000	4.000	400.00	400.00	
AP CLASS 5B	CU YD	17.6100	286.420	5043.86	5043.86	
AND INSTALLINGMAILBOX POSTS	EACH	46.2000	5.000	231.00	231.00	
OV L WORK	LUMP SUM	7500.0000	100.000	7500.00	7500.00	
IBHING ETC	LUMP SUM	3000.0000	100.000	3000.00	3000.00	
EXCAVATION	CU YD	12.0000	53.970	647.64	606.36	41.28
LE DRIVING EQUIPMENT	LUMP SUM	16000.0000	100.000	16000.00	16000.00	
10X42 STEEL PILING	LIN FT	14.0000	1,288.000	18032.00	18032.00	
12X53 STEEL PILING	LIN FT	17.0000	2,384.000	40528.00	40528.00	
PILE	LIN FT	1.5000	3,850.750	5776.13	5776.13	
CONCRETE CLASS 3300	LUMP SUM	70000.0000	100.000	70000.00	70000.00	
CONCRETE CLASS 4000	LUMP SUM	84000.0000	100.000	84000.00	84000.00	
PE III PRESTRESSED BM	EACH	5600.0000	6.000	33600.00	33600.00	
PE III PRESTRESSED BM	EACH	5800.0000	14.000	81200.00	81200.00	

PG. 01 9481

TOTAL CONTRACT ITEMS			
% RETAINED ON CONTRACT ITEMS			
FORCE ACCOUNT			
TOTAL PAYMENTS			

CONTRACT PAYMENT VOUCHER

OREGON STATE HIGHWAY DIVISION

FORM 734-1020 (REV. 7-78)

COUNTY

CONTRACT NO. 9481

ESTIMATE NO. 17

PREFIX NO'S.

HIGHWAY

FEDERAL AID PROJECT NO.

SECTION

NO.	ITEMS		UNITS	UNIT PRICE	QUANTITY TO DATE	AMOUNT TO DATE	PREVIOUS AMOU
032	1P REINFORCEMENT		LUMP SUM	52000.0000	100.000	52000.00	52000.
033	1P REINFORCED CONC BRIDGE	END PANELS	SQ YD	80.0000	142.000	11360.00	11360.
	PRICE AGREEMENT ITEMS						
3001A	1P 6" CULVERT PIPE		LIN FT	20.7500	60.000	1245.00	1234.
3002A	1P REMOVE DANGER TREES		LUMP SUM	336.6000	100.000	336.60	336.
3004A	1P PILE SPLICES		LUMP SUM	2824.7000	100.000	2824.70	2824.
	ADJUSTMENT ITEMS						
6001A	1P LIQUIDATED DAMAGES	PHASE A	DAY	225.0000-	38.000	8550.00-	8550.
6001B	1P TIME EXT PHASE A	APPR 2-10-83	DAY	225.0000	24.000	5400.00	5400.
6001C	1N TIME EXTENSION APPROVED	7-25-83	DAY	225.0000	1.500	337.50	337.
6001C	1P TIME EXTENSION APPROVED	7-26-83	DAY	225.0000	5.500	1237.50	1237.
6001D	1P STRUCTURAL CONC CL 3300	ADJ BI 28	CU YD	251.7986	.611	153.8.	157.
6001E	1P REINFORCEMENT ADJ	BI 32	LB	.4860	106.730	51.87	43.
	FORCE ACCOUNT ITEMS						
001	1P SLIDE CORRECTION					41437.23	41437.

GROSS RETAINAGE	
	0.00
TREASURER DEPOSIT	
	0.00
* NET RETAINAGE	

DATE 12 17 84 PG. 02 9481

PREVIOUS VOUCHER NO.

CHECKED BY: 36274

ENGINEER OR AUDITOR RM/PS

P. MERRISEN

TOTAL CONTRACT ITEMS	595310.53	595603.
% RETAINED ON CONTRACT ITEMS		
FORCE ACCOUNT	41437.23	41437.
TOTAL PAYMENTS		

YMENT VOUCHER

HIGHWAY DIVISION

COUNTY	CONTRACT NO. 9481	ESTIMATE NO. 17	PREFIX NO'S.
HIGHWAY	FEDERAL AID PROJECT NO.		
SECTION			

ITEMS		UNITS	UNIT PRICE	QUANTITY TO DATE	AMOUNT TO DATE	PREVIOUS AMOUNT	PRESENT AMOUNT
CEMENT		LUMP SUM	52000.0000	100.000	52000.00	52000.00	
CED CONC BRIDGE	END PANELS	SQ YD	80.0000	142.000	11360.00	11360.00	
AGREEMENT ITEMS							
ERT PIPE		LIN FT	20.7500	60.000	1245.00	1234.63	10.37
ANGER TREES		LUMP SUM	336.6000	100.000	336.60	336.60	
LICES		LUMP SUM	2824.7000	100.000	2824.70	2824.70	
TMENT ITEMS							
TED DAMAGES	PHASE A	DAY	225.0000-	38.000	8550.00-	8550.00-	
T PHASE A	APPR 2-10-83	DAY	225.0000	24.000	5400.00	5400.00	
TENSION APPROVED	7-25-83	DAY	225.0000	1.500	337.50	337.50	
TENSION APPROVED	7-26-83	DAY	225.0000	5.500	1237.50	1237.50	
RAL CONC CL 3300	ADJ BI 28	CU YD	251.7986	.611	153.85	157.37	3.52-
CEMENT ADJ	BI 32	LB	.4860	106.730	51.87	43.74	8.13
ACCOUNT ITEMS							
CORRECTION					41437.23	41437.23	
			GROSS RETAINAGE				
				0.00			
			TREASURER DEPOSIT				
				20000.00			
			* NET RETAINAGE				
PG. 02 9481			TOTAL CONTRACT ITEMS		595310.53	595603.17	292.64-
			% RETAINED ON CONTRACT ITEMS				
274			FORCE ACCOUNT		41437.23	41437.23	
W/PS			TOTAL PAYMENTS				
MORRISON					[illegible]	[illegible]	(292.64)

STATE COPY

TO BE COMPLETED BY FHWA	U.S. Department of Transportation Federal Highway Administration	Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 6-318	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	State: Oregon
PROJECT REPORT NUMBER		County: Douglas
MODIFICATION NUMBER 5		Project Number: BRS-A409(3)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on June 28, 19 82, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 744,459.00	$ 747,708.00
Federal funds	$ 595,967.00	$ 598,166.00
Other revisions		

This modification is made for the following reasons: to include increased construction and construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 21st day of June, 1984.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Wayne Holvie

FOR Manager, Program Section
(Title)

XXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON JUNE 14, 1984

FEDERAL AID PROJECT NO. BRS-A409(3)

HUDSON SLOUGH BRIDGE SECTION
DOUGLAS COUNTY ROAD

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE X081
Structure, Br. No. 10C261 (Str. Sta 6+00 to Sta. 9+25)
(Rd. Sta. 3+60 to Sta. 6+00 & Sta. 9+25 to Sta. 17+30)

ITEM	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT
Pile Splices	$ 2,824.70	----	----	All Required	$ 2,824.70
				Subtotal	$ 2,824.70

Increase	$ 2,824.70
Subtotal form Project Agreement Estimate previously revised on 1-11-84	$ 647,356.14
Subtotal	$ 650,180.84
Engineering	97,527.16
Total	$747,708.00

Length of Roadway	0.197 mi.
Length of Structure	0.062 mi.
Total	0.259 mi.

Federal Funds (80%)	$ 598,166.00
County Funds	149,542.00
Total	$ 747,708.00

Group 1
Contract No. 9481
Prefix: 510-1993
Prefix: 510-1012
WH:bkb

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State
MONTHLY TRANSACTION NUMBER 1-199		Oregon
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Douglas
MODIFICATION NUMBER 4		Project Number BRS-A409(3)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on June 28 , 19 82 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$733,550.00	$ 744,459.00
Federal funds	$586,840.00	$ 595,967.00
Other revisions		

This modification is made for the following reasons: to include increase in construction costs, and construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 16th day of January , 19 84 .

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By _____

Manager, Program Section
(Title)

XBy For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Gen File

Oregon State Highway Division
Salem, Oregon January 11, 1984

Federal-Aid Project No. BRS-A409(3)

Hudson Slough Bridge Section
County Road in Douglas County

REVISED PROJECT AGREEMENT ESTIMATE

Type Code X081
Structure, Br. No. 10C261 (Str. Sta. 6+00 to Sta. 9+25)
(Rd. Sta. 3+60 to Sta. 6+00 & Sta. 9+25 to Sta. 17+30)

Subtotal of previous estimate of December 19, 1983			$ 637,870.06
Previous Estimate			
Flagman	450 Hr.	23.00	$ 10,350.00
Slide Correction	All Required		34,987.15
			$ 45,337.15
Revised Estimate			
Flagman	502 Hr.	23.00	$ 13,386.00
Slide Correction	All Required		41,437.23
			$ 54,823.23
Increase			$ 9,486.08
Subtotal			647,356.14
Engineering			97,102.86
Total			$ 744,459.00

Length of Roadway	0.197 mi.
Length of Structure	0.062 mi.
Total	0.259 mi.

Federal Funds	$ 595,967.00
County Funds	148,492.00
Total	$ 744,459.00

Group 1 100%
Contract No. 9481
Prefix: 510-1993
Prefix: 510-1012

RHZ:bkb

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State
MONTHLY TRANSACTION NUMBER 1-39		Oregon
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Douglas
MODIFICATION NUMBER 3	1-4-84	Project Number BRS-A409(3)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on June 28 , 19 82 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 725,080.00	$ 733,550.00
Federal funds	$ 580.064.00	$ 586,840.00
Other revisions		

This modification is made for the following reasons: To include increase in construction costs, and construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 4th day of January , 19 84 .

Oregon State Highway Division
(Official name of Highway Agency)

By _____

Manager, Program Section
(Title)

By For: H.S. Coulter

State Highway Engineer
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON December 19, 1983

FEDERAL AID PROJECT No. BRS-A409(3)

Hudson Slough Bridge Section
County Road in Douglas County

REVISED PROJECT AGREEMENT ESTIMATE

Type Code X081
Structure, Br. No. 10C261 (Str. Sta. 6+00 to Sta. 9+25)
(Rd. Sta. 3+60 to Sta. 6+00 & Sta. 9+25 to Sta. 17+30)

Subtotal of previous estimate of July 28, 1983				$ 630,504.45
Previous Estimate				
Class B or C Asphalt Concrete	840	Ton	36.19	$ 30,399.60
Furnish HP 10x42 Steel Piling	1,206	Lin. Ft.	14.00	16,884.00
Slide Correction		All Required		30,000.00
				$ 77,283.60
Revised Estimate				
Class B or C Asphalt Concrete	874	Ton	36.19	$ 31,630.06
Furnish HP 10x42 Steel Piling	1,288	Lin. Ft.	14.00	18,032.00
Slide Correction		All Required		34,987.15
				$ 84,649.21
			Increase	$ 7,365.61
			Subtotal	637,870.06
			Engineering	95,679.94
			Total	$ 733,550.00

Length of Roadway	0.197 mi.
Length of Structure	0.062 mi.
Total	0.259 mi.
Federal Funds	$ 586,840.00
County Funds	146,710.00
Total	$ 733,550.00

Group 1 100%
Contract No. 9481
Prefix: 510-1993
Prefix: 510-1012

RHZ:lks

STATE COPY

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State
MONTHLY TRANSACTION NUMBER 8-87		Oregon
PROJECT REPORT NUMBER	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County Douglas
MODIFICATION NUMBER 2		Project Number BRS-A409(3)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on June 28, 19 82, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 690,580.00	$ 725,080.00
Federal funds	$ 552,464.00	$ 580,064.00
Other revisions		

This modification is made for the following reasons: to include increase in construction costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 19th day of August, 19 83.

Oregon State Highway Division
(Official name of Highway Agency)

By _____

Manager, Program Section
(Title)

XXXX By For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Oregon State Highway Division
Salem, Oregon July 28, 1983

Federal-Aid Project No. BRS-A409(3)

Hudson Slough Bridge
Douglas County Road

REVISED PROJECT AGREEMENT ESTIMATE

Type Code X081
Structure, Br. #10C261 (Str. Sta. 6+00 to Sta. 9+25)
(Rd. Sta. 3+60 to Sta. 6+00 and Sta. 9+25 to Sta. 17+30)

Subtotal of previous estimate of June 7, 1982		$ 600,504.45
Additional Items		
Slide Correction (E.W.O. #1)	All Required	$ 30,000.00
Increase		$ 30,000.00
Subtotal		$ 630,504.45
Engineering		94,575.55
Total		$ 725,080.00

Length of Roadway	0.197 mi.
Length of Structure	0.062 mi.
Total	0.259 mi.

Federal Funds	$ 580,064.00
County Funds	145,016.00
Total	$ 725,080.00

Group 1	100%
Contract No.	9481
Prefix:	510-1012
Prefix:	510-1012

STATE COPY

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State: Oregon
MONTHLY TRANSACTION NUMBER: 6-103	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County: Douglas
PROJECT REPORT NUMBER:		Project Number: BRS-A409(3)
MODIFICATION NUMBER: 1		

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on June 28 , 19 82 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 665,694.00	$ 690,580.00
Federal funds	$ 532,555.00	$ 552,464.00
Other revisions		

This modification is made for the following reasons: to include increase in construction costs and construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 17th day of June , 19 83 .

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Mary A. Potter

Manager, Program Section
(Title)

XXBy For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For; Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Gen. File

Oregon State Highway Division
Salem, Oregon June 14, 1938

Federal-Aid Project No. BRS-A409(3)

Hudson Slough Bridge
Douglas County Road

REVISED PROJECT AGREEMENT ESTIMATE

Type Code X081
Structure, Br. #10C261 (Str. Sta. 6+00 to Sta. 9+25)
(Rd. Sta. 3+60 to Sta. 6+00 and Sta. 9+25 to Sta. 17+30)

Subtotal of previous estimate of June 7, 1982			$ 586,514.05

Previous Estimate

Flagman	150 Hour	23.00	$ 3,450.00
Roadway Removal Excavation	3,300 Cu. Yd.	2.45	8,158.50
Loose Riprap	200 Cu. Yd.	17.61	3,522.00
			$ 15,130.50

Revised Estimate

Flagman	450 Hour	23.00	$ 10,350.00
Roadway Removal Excavation	4,500 Cu. Yd.	2.45	11,025.00
Loose Riprap	350 Cu. Yd.	17.61	6,163.50
6" Culv. Pipe (P.A. #1)	60 Lin. Ft.	20.75	1,245.80
Remove Danger Trees	All Required		336.60
			$ 29,120.90

Increase	$ 13,990.40
Subtotal	$ 600,504.45
Engineering	90,075.55
Total	$ 690,580.00

Length of Roadway	0.197 mi.
Length of Structure	0.062 mi.
Total	0.259 mi.

Federal Funds	$ 552,464.00
County Funds	138,116.00
Total	$ 690,580.00

Group 1	100%
Contract No.	9481
Prefix:	510-1993
Prefix:	510-1012

OMB No. 04-R2089

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NO. 7-11	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION **FEDERAL-AID PROJECT AGREEMENT**	State Oregon County Douglas Project No. BRS-A409(3)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

Hudson Slough Bridge

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	5-5-82	0.259
OTHER *(Specify)*		

ESTIMATED TOTAL COST OF PROJECT	FUNDS PRO RATA 80.00% FEDERAL FUNDS
$ 665,694.00	$ 532,555.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By D.F. Moeller

Program Management Engineer
(Title)

XXBy For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale [illegible] Wilken

Date executed by
Division Administrator 6-23-82

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Oregon State Highway Division
Salem, Oregon June 7, 1982

Federal-Aid Project
No. BRS-A409(3)

Hudson Slough Bridge
Douglas County Road

PROJECT AGREEMENT ESTIMATE

Type Code X081
Structure, Br. #10C261 (Str. Sta. 6+00 to Sta. 9+25)
(Rd. Sta. 3+60 to Sta. 6+00 and Sta. 9+25 to Sta. 17+30)

Mobilization		All Required	$ 28,000.00
Temporary Protection and Direction of Traffic		All Required	830.00
Temporary Signs	200 Sq. Ft.	7.10	1,420.00
Temporary Continuous Rail Traffic Barriers, Reflectorized	250 Lin. Ft.	5.00	1,250.00
Flagmen	150 Hr.	23.00	3,450.00
Clearing and Grubbing		All Required	5,467.00
Removal of Structures and Obstructions		All Required	240.00
Embankment in Place	6,000 Cu. Yd.	4.18	25,080.00
Roadway Removal Excavation	3,330 Cu. Yd.	2.45	8,158.50
Filter Fabric Membrane	1,300 Sq. Yd.	5.36	6,968.00
Obliteration of Roadway	500 Sq. Yd.	0.44	220.00
1"-0 Aggregate Base	4,775 Ton	7.17	34,236.75
Class "B" or Class "C" Asphalt Concrete	840 Ton	36.19	30,399.60
12-inch Culvert Pipe	60 Lin. Ft.	8.57	514.20
Guard Rail, Type 2A	100 Lin. Ft.	17.00	1,700.00
Guard Rail, Type 3	100 Lin. Ft.	28.00	2,800.00
Guard Rail Anchors, Type 1	4 Each	350.00	1,400.00
Rail End Pieces, Type C	4 Each	100.00	400.00
Loose Riprap, Class 50	200 Cu. Yd.	17.61	3,522.00
Bridge Removal Work		All Required	7,500.00
Shoring, Cribbing, Etc.		All Required	3,000.00
Structure Excavation	100 Cu. Yd.	12.00	1,200.00
Furnish Pile Driving Equipment		All Required	16,000.00
Furnish HP 10x42 Steel Piling	1,206 Lin. Ft.	14.00	16,884.00
Furnish HP 12x53 Steel Piling	2,750 Lin. Ft.	17.00	46,750.00
Drive Steel Piles	3,956 Lin. Ft.	1.50	5,934.00

Structural Concrete, Class 3300 (278 C.Y.)		All Required	70,000.00
Structural Concrete, Class 4000 (305 C.Y.)		All Required	84,000.00
75'/80' Type III Prestressed Beams	6 Each	5,600.00	33,600.00
80'/85' Type III Prestressed Beams	14 Each	5,800.00	81,200.00
Reinforcement (107,000 lb)		All Required	52,000.00
Reinforced Concrete Bridge End Panels	143 Sq. Yd.	80.00	11,440.00
			$ 585,564.05

Anticipated Items

Permanent Pavement Striping	All Required	$ 850.00
Temporary Erosion Control	All Required	100.00
		$ 950.00
	SUBTOTAL	$ 586,514.05
	Engineering	79,179.95
	TOTAL	$ 665,694.00

Length of Roadway ----------	0.197 mi.
Length of Structure --------	0.062 mi.
TOTAL	0.259 mi.

Federal Funds (80%)---------	$532,555.00
County Funds ----------	133,139.00
TOTAL	$665,694.00

Group 1	100%
Contract No.	9481
Prefix:	510-1993
Prefix:	510-1012

Hudson Slough Bridge
(Nonparticipating - State Work)

Furnishing and Installing Mailbox Posts	5 Each	46.20	$ 231.00

Road

IN THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, OREGON

1984 MAY -9 PM 3:17

BONNIE L. WADSWORTH
DOUGLAS COUNTY CLERK

In the matter of the contract for Hudson Slough Bridge construction, Douglas County, Oregon	)))	ORDER ACCEPTING COMPLETION OF CONTRACT

WHEREAS, on the 21st day of June, 1982, the Board of County Commissioners awarded a contract to Stach Construction Company, for Hudson Slough Bridge Construction, Douglas County, Oregon; and

IT APPEARS to said Board that the Douglas County Roadmaster has inspected the work to be done under this contract and has reported that said work has been completed in its entirety.

NOW, THEREFORE, IT IS HEREBY ORDERED that the contract with Stach Construction Company be and the same is hereby accepted as completed on April 25, 1984.

DATED this 9th day of May, 1984

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, OREGON

J. B. Long, Chairman

Bill Vian, Commissioner

Doug Robertson, Commissioner

94181

November 18, 1983

PRU

Kenneth Erickson
Director of Public Works
Douglas County
1036 SE Douglas Street
Roseburg, OR 97470

Dear Mr. Erickson:

The Hudson Slough bridge replacement project on Smith River Road in Douglas County is nearing completion and it has become apparent that the final cost will exceed the project authorization by $61,000. An increase by this amount has been authorized by the Oregon Transportation Commission.

The reasons for the increase are that one anticipated material source proved unsuitable so two other material sources were necessary to complete construction of the embankment. After excavation was completed a major slide developed involving removal of material and requiring additional traffic control measures.

Revised Estimated Construction Cost	$[illegible]
Original Authorized Construction Cost	[illegible]
Additional Authorization Needed	$ 61,000.00

Rec'd 12-13-83 check

Deposit Amount: 50% of $61,000.00 = $30,500.00

Would you please send your advance deposit in the amount of $30,500.00. You may use one of the three options for payment described on the attached sheet.

Very truly yours,

CARY A. POTTER

Cary A. Potter, Manager
Project Section

mcl:pf
Attachment

Dec w/Ad # 83-112: Jack Ayres, Region 3
Vern Skoog - Please return completed Authorization when advance deposit is received.

7411

CON 5

STATE OF OREGON

INTEROFFICE MEMO

Highway Division - Region 3 440-3399

TO: Gary Potter
Manager, Program Section ATTN: Mainor Holmes

DATE: October 3, 1983

FROM: Jack Ayres JA
Region Federal Aid Specialist

SUBJECT: Hudson Slough Contract Amendment

C. CONTRACTS and
EEMENTS No. 10-61

Attached are three copies and cover letter from OBEC concerning the wording change in amendment #2 of the construction engineering agreement between OBEC and Douglas County.

I believe all paperwork relating to this item is now in order.

ja/cp
attach.
cc: Wally Palmateer - OBEC
Ken Erickson - Douglas Co.
F. Morrison

PROGRAM SECTION
MANAGER _____ PROJECT UNIT _____
OCT 4 1983
MAN. ASSIST. _____ PROGRAM UNIT _____
REFER TO _____
FOR _____

DATE: October 3, 1983

TO: Oregon Transportation Commission CON

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
Hudson Slough Bridge Section
FAS A409, Smith River Road, Douglas County
Contract No. 9481

This federal-aid project is essentially complete and it is apparent that the final cost will exceed the project authorization by $61,100 or 9.2 percent.

Some of the material in a cut near the easterly end of the project which was intended for use as embankment proved to be unsuitable for that use. Two other material sources were needed before enough suitable material was obtained to construct the embankment to the planned line and grade. This change resulted in additional roadway removal excavation. The construction sequence and site conditions required two flaggers during most of the grading work as well as additional signing and temporary barrier for proper protection of the traveling public. These items combined to add more than $15,500 to the cost of the project.

After the excavation was completed to the lines stated, a major slide developed. This required excavation of the slide area and placement of stone slope protection material and drainage facilities. This force account work added approximately $42,000 to the cost of the project.

The third major cause contributing to the overrun was the construction engineering. The work under this item was increased significantly in order to handle the changes required to construct the project properly.

There are sufficient funds available in the category of work and all the increase, except $8,242, is eligible for federal participation.

I recommend that the authorization be increased by $61,100 to a new total of $727,055.63. This matter will be on the consent calendar for the October 11 meeting.

HHP:mk st

bc Fred D. Miller
R. W. Gormsen
C. T. Keasey
V. E. Skoog
Jim Gix
George Bell

STATE OF OREGON
Highway Construction

INTEROFFICE MEMO
378-6318 FILE: CON 5

TO: W. E. Schwartz, P.E., P.L.S.
Ass't. State Highway Engineer

DATE: September 28, 1983

FROM: O. B. Jackmond
O. B. Jackmond, P.E., P.L.S.
Contract Administration Engineer

NOTED
H.S.COULTER

SUBJECT: Request for Increase in Project Authorization
Hudson Slough Bridge Section
FAS A409, Smith River Road, Douglas County
Contract No. 9481

This federal aid project is essentially complete and it is apparent that the final cost will exceed the project authorization by $61,100.00 or 9.2 percent.

Some of the material in a cut near the easterly end of the project which was intended for use as embankment proved to be unsuitable for that use. Two other material sources were needed before enough suitable material was obtained to construct the embankment to the planned line and grade. This change resulted in additional roadway removal excavation. The construction sequence and site conditions required two flaggers during most of the grading work as well as additional signing and temporary barrier for proper protection of the traveling public. These items combined to add more than $15,500.00 to the cost of the project.

After the excavation was completed to the lines stated, a major slide developed. This required excavation of the slide area and placement of stone slope protection material and drainage facilities. This force account work added approximately $42,000.00 to the cost of the project.

The third major cause contributing to the overrun was the construction engineering. This work under this item was increased significantly in order to handle the changes required to construct the project properly.

There are sufficient funds available in the category of work and all the increase, except $8,242.00, is eligible for federal participation.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $61,100.00. Also attached is a copy of the Expected Overrun of Project Authorization form.

OBJ:HHP:mk

Attach.

cc: Jim Gix
F. D. Morrison
A. S. H. Jones (OBEC)
R. D. Church
D. E. Swan

81-125-1387

9481

1 Verster
2 Adams
Mandlab
Stoudenmeyer
Terpin
Wakerlig

RECEIVED
SEP 27 1983
ROAD DESIGN SECTION

Do Not File
Return To
Bring Up
Action

STATEMENT OF OVERRUNS AND UNDERRUNS

Project: Hudson Slough Bridge
Highway: Smith River Road
County: Douglas

Contract: 9481
Prefix: 510-1012
FA No.: BROS-A409(3)

Bid Item	Unit	Original	Semi-Final	% Over or Under
1. Mobilization	L.S.	All	All	-0-
2. Temporary Protection and and Direction of Traffic	L.S.	All	All	-0-
3. Temporary Signs	S.F.	200	249.3	+24.65
Additional signing required to control one lane traffic during construction of impact panel at Bent 1 of structure.				
4. Temporary Continuous Rail Traffic Barrier	L.F.	250	475	+90.00
Additional rail required to direct traffic around construction of impact panel at Bent 1.				
5. Flagman	Hr.	150	581.5	+287.67
Underestimated. Site conditions required 2 flaggers on site during all grading operations to control traffic thru the project. PA submitted when original quantity was used up early in the project. Additional flagging required during slide removal in Phase B.				
6. Clearing and Grubbing	L.S.	All	All	-0-
7. Removal of Structures and Obstructions	L.S.	All	All	-0-
8. Embankent in Place All Required	C.Y.	6,000	5,030.17	-16.16
9. Roadway Removal Excavation	C.Y.	3,300	4,604.37	+38.27
Most of the material in cut bank Station 15+00 to 17+00 was not suitable for incorporation in embankment. Removal of material not used in embankment was paid for under this Item.				
10. Filter Fabric	S.Y.	1,300	1,451	+11.62
Overrun authorized in EWO#1 Slide Removal. Required to wrap perf pipe drain at toe of slide toe trench.				

REFERRED TO
Watson ..... Mann .....
Cole ..... Stoudenmeyer .....
Eriksen ..... King .....
Board ..... Bedford ..... Lee
Return Discuss Do File
By FINAL DESIGN ENG NITE

STATEMENT OF
OVERRUNS AND UNDERRUNS

Project: Hudson Slough Bridge
Highway: Smith River Road
County: Douglas

Contract: 9481
Prefix: 510-1012
FA No.: BROS-A409(3)

Bid Item		Unit	Original	Semi-Final	% Over or Under
11.	Obliteration of Roadway	S.Y.	500	270	-46.00
	All required. Paid for that area outside of construction cuts or fills only.				
12.	1"-0 Aggregate Base	Ton	4,775	4,573.53	-4.22
	All required.				
13.	Class 'B' or 'C' Asphalt Concrete	Ton	840	973.94	+4.04
	Required to complete project.				
14.	12" Culvert Pipe	L.F.	60	84.5	+40.83
	Required to replace broken sections of existing culvert.				
15.	Guard Rail Type 2A	L.F.	100	100	-0-
16.	Guard Rail Type 3	L.F.	100	100	-0-
17.	Guard Rail Anchors Type 1	Ea.	4	4	-0-
18.	Rail End Pieces	Ea.	4	4	-0-
19.	Loose Riprap, Class 50	C.Y.	200	286.42	+43.21
	Required to reach plan elevation.				
20.	Furnish & Install Mailbox Posts	Ea.	5	5	-0-
21.	Bridge Removal Work	L.S.	All	All	-0-
22.	Shoring & Cribbing	L.S.	All	All	-0-
23.	Structural Excavation	C.Y.	100	50.53	-49.47
	All required.				

STATEMENT OF
OVERRUNS AND UNDERRUNS

Project: Hudson Slough Bridge
Highway: Smith River Road
County: Douglas

Contract: 9481
Prefix: 510-1012
FA No.: BROS-A409(3)

Bid Item		Unit	Original	Semi-Final	% Over or Under
24.	Furnish Pile Driving Equipment	L.S.	All	All	-0-
25.	Furnish HP 10x42 Steel Piling	L.F.	1,206	1,288	+6.8
	Required to reach minimum bearing at Bent 1.				
26.	Furnish HP 12.53 Steel Piling	L.F.	2,750	2,384	-13.31
	All required. Bent 2 piling were longer than estimated while piling at Bents 3 and 4 were shorter than estimated.				
27.	Drive Steel Piling	L.F.	3,956	3,850.75	-2.66
	Pay 75% estimated length at Bents 3, 4, and 5.				
28.	Structural Concrete Class 3300	L.S.	All	All	-0-
28A.	Adjustments	C.Y.	-0-	0.675	+100
29.	Structural Concrete Class 4000	L.S.	All	All	-0-
30.	75'/80' Type III Prestress Beams	Ea.	6	6	-0-
31.	8'/85' Type III Prestress Beams	Ea.	14	14	-0-
32.	Reinforcement	L.S.	All	All	-0-
32A.	Adjustments	Lbs.	-0-	90	+100
	Alterations at Pier 2				
33.	Reinforced Concrete Bridge End Panels	S.Y.	143	142	-0.70

STATEMENT OF
OVERRUNS AND UNDERRUNS

Project: Hudson Slough Bridge
Highway: Smith River Road
County: Douglas

Contract: 9481
Prefix: 510-1012
FA No.: BROS-A409(3)

Bid Item	Unit	Original	Semi-Final	% Over or Under
PA1 6" Culvert Pipe	L.F.	60	59.5	-0.83
PA2 Remove Danger Tress	L.S.	All	All	-0-
PA3 Increase Flagging BI-5				
EWO #1 Slide Removal		30,000	42,029.49	+40.10

Flagging and filter fabric paid as part of appropriate bid item. Estimated 1 week to perform extra work, actual time required 2-1/2 weeks.

Original Contract	$585,795.05	$592,782.22	+ 1.19
Anticipated Items	950.00	850.00	-10.53
Contingencies	26,403.53	43,600.72	+65.51
Engineering	52,807.05	87,900.00	+66.46
Liquidated Damages		-2,587.50	
	$665,955.63	$722,545.44	+ 8.50

HUDSON SLOUGH BRIDGE
Smith River Road - FAS A409
Contract No. 9481
Prefix No. 510-1012
FAS BRS-A409(3)

Versteeg
Anderson
Adams
Macnab
Stoudenmayer
Terpin
Trout
Wakeling

RECEIVED
SEP 23 1983
NARRATIVE REPORT
ROAD DESIGN
SECTION

CE
CAE
FOE
SCS
FEO
CONSTRUCTION
SECTION
Do ot Fil
Return to
Bring Up
Action

Roadwork

Roadway embankment was built to the line and grade shown on the plans with some difficulty. Material excavated from the cut at Station 15+00 Lt. to 17+00 lt. was used for embankment fill until the contractor started having problems with compaction. The excavated material contained a higher percentage of soft wet clay as excavation progressed. A second source of fill was ordered. This was not much better and a third source was obtained consisting of soft sandstone. Wet weather during embankment placement did not help. Embankment outside of existing roadway, except at the structure ends, was brought to grade before any removal to subgrade was allowed within the existing roadway. Existing roadway was excavated and base rock placed maintaining one land traffic while work was in progress. Two lanes of traffic were restored each night.

The construction sequence and site conditions required 2 flaggers during most of the grading work, resulting in a large overrun in the flagging item.

A slide in the cut area at Stations 15+00 to 17+00 after the completion of Phase A resulted in extensive extra work required to remove the slide and stabilize the slope before Phase B could be completed.

The first section of the existing culvert at Station 14+60 was broken. The broken sections were replaced at the time this culvert was extended as called for in the plans. After completion of Phase A, Douglas County Forces abandoned this 12" culvert and replaced it with an 18" culvert at a higher invert elevation. The water line through the original culvert was moved into a separate pipe under the road by PA No. 1.

Structure

Substructure: The only problem in the substructure was at Bents 1 and 2, when longer piling than estimated were required to obtain minimum bearing. The concrete pour schedules at the piers were timed to coincide with low tide to keep concrete placement below water level to a minimum.

Superstructure: No problem was encountered. The contractor was advised to take precautions to counteract the combined effects of side thrust of the finishing machine and a 9% super rate when forming the edge of the deck.

The Special Provisions for this contract called for the bridge end panels to be constructed in Phase B. Phase A required that traffic be on the new structure. There were no provisions spelled out on how to handle traffic during this operation.

F-734-3372

Form E-373 (Rev. 12-70)

OREGON STATE HIGHWAY DIVISION

Expected Overrun of Project Authorization

Project Hudson Slough Bridge Date 9-12-83

Highway FAS-A409 Smith River Road Contract No. 9481

County Douglas Kind of Work Grading, Paving & Structure Contractor Stach Constr. Co.

	Authorized	Estimated
Contract Amount	$585,795.05	$626,753.10
Anticipated Items	950.00	850.00
Contingency (4½%)	26,403.53	~~0~~ 40.03
Engineering	52,807.05	102,000.00
Credits	0	~~2,587.10-~~ 2,587.50
PROJECT COST	665,955.63	~~732,603.10~~ 727,055.63
NET INCREASE $		~~66,647.47~~ 61,100.00 OR ~~10.01%~~ 9.2

MAJOR OVERRUNS AND UNDERRUNS (Describe Briefly)

(Indicate whether contract (C), anticipated (A), or unanticipated (U). (List all unanticipated items)		Expected Amount	Net Change
3 Temporary Signs	(c)	$ 1,770.03	+24.65%
4 Temp. Continuous Rail Traffic Barrier	(c)	2,375.00	+90%
5 Flagmen	(c)	13,374.50	+387.67%
9 Roadway Removal Excavation	(c)	11,280.71	+38.27%
E.W.O. #1 Slide Removal	(u)	34,987.15	0
Engineering		102,000.00	+93%

Principal reasons for overruns (Continue on reverse side): Signing & barriers were required to handle traffic during stage construction of bridge end panels. Flagging was required during all phases of road work due to project site conditions. (over)

INSTRUCTIONS: ~~A report on this form~~ SEE INSTRUCTIONS IN SUBSECTION 103.09. ~~project authorization by more than five~~ ~~than five per cent a subsequently appro~~ Submit one copy to Construction Branch. ~~by the Deputy or Assistant State Highway~~ ~~Engineer~~ ~~ject cost will exceed the original~~ project cost will exceed by more Salem. After having been noted ~~as~~ and one copy to the Resident

Submitted by E. R. Morrison Resident Engineer

Noted by O. B. Jackmond For Construction ~~or Bridge~~ Engineer

Confirmed by J. K. Welton 9-15-83 Regional Engineer

Noted by _____ Deputy or State Highway Engineer

SP-88727 736

Local Programs

Continuation of principal reasons for overruns:

Flagging was also required during removal and rock inlay placement of a major slide which was not anticipated.

STATE OF OREGON
HIGHWAY ACCOUNTING
8-2878

INTEROFFICE MEMO

FILE: AGR (x ACC 5-4-2)

DATE: September 9, 1983

TO: Gary A. Potter, Manager
PROGRAM SECTION

FROM: Vernon E. Skoog
Controller

SUBJECT: Pre-award Evaluation
OBEC Consulting Engineers
Hudson Slough Bridge
BRS-A 409(3)

Your memo dated August 29, 1983, requested that we perform a pre-award evaluation on the supplemental construction engineering proposal submitted by OBEC and Douglas County, as required by federal and state procurement procedures.

We have reviewed the proposal, the accompanying documentation, and made telephone inquiries regarding the relevant circumstances and facts for incurring the costs in question prior to written authorization on Extra Work Order No. 1. An increase in federal participation in accordance with CFR 23 1.9(b) appears reasonable. However, the following change should be made:

From *"2. That the total engineering costs billed... not to exceed $102,000.00"*

To *"2. The total compensation for construction engineering services are not to exceed $102,000.00 without additional Federal and State authorization."*

Accordingly, we recommend approval of this supplemental agreement contingent upon the incorporation of the above change.

KJ:nl
Attachments

9-20
Returned to Ayres for revision.
MCH

81-125-1387

Contains Recycled Materials

OBEC CONSULTING ENGINEERS

August 17, 1983

ROSEBURG REGION
RECEIVED
AUG 22 1983

	DO	BUS	RDS	
LTS	AUS	TL	RSM	
NLE	CED	ROI	SEC	AA

Mr. Terry Bounds
Bridge & Facilities Engineer
Douglas County Department of Public Works
Room J-103, Justice Building
Roseburg, Oregon 97470

Re: Hudson Slough Bridge
Amendment to the Existing Agreement
OBEC Job No. 8-49

Dear Terry:

I wrote to you on this subject last June 28, to inform you we would exceed projected engineering costs because of slide problems developing on the project.

The recently completed semi-final gives a final contract of $637,233 including $43,601 for slide repair. Our Agreement calls for a maximum construction engineering fee of 15% of final construction cost. This amounts to $95,585. Our costs to date are as follows:

Labor and Overhead @97.27%	$81,045.52
Mileage	3,758.26
Outside Services	775.35
Misc. Expenses	3,977.08
Fixed Fee	9,200.00
	$98,795.21

I must assume, though all work is in, that there will be some final charges from the State or additional work we must do if final quantities and paperwork as submitted is correct.

Engineering estimates for the slide work were $7,400 based on $30,000 estimated construction costs. The costs of slide repair were $43,601 and engineering costs estimated at $10,750. I believe we would not have exceeded the budget without the slide adding to our costs. I believe these costs to be an "Extra", the same as the slide is an "extra" to the contract. Evaluation and remedies involve the design area as well as construction engineering and both are beyond the planned scope of the work.

If you concur, please submit the proposed agreement for a maximum of 16%± - $102,000 to cover the existing costs and some unanticipated charges still remaining. Our fixed fee of $9,200 has remained unchanged, and we do not seek to recover other than the costs incurred.

244 COUNTRY CLUB ROAD • EUGENE, OR 97401 • (503) 683-6030

If further clarification of our position is required, please do not hesitate to call.

Very truly yours,

Wally Palmateer

W. A. Palmateer

WAP:seb
enclosure

cc: Jack Ayres, OSHD

9481

STATE OF OREGON
Contract Payments 378-6594

INTER-OFFICE MEMO
CON 5

TO: H. H. Patterson
Construction Office Manager

DATE: August 1, 1983

FROM: R. D. Church
Contract Payments Coordinator

SUBJECT: Request Contract Acceptance

Contract 9481, Work Completed July 15, 1983

Project Hudson Slough Bridge

Highway FAS A409

County Douglas

We request you return a signed copy of this letter recommending acceptance or list conditions that would prevent your acceptance of the contract work.

Recommended Acceptance Date _____

Construction Office Manager

RDC:mk

cc: J. B. Boyd
Leon Brock
Dave Canfield
Don Harwell
Ed Haury
Jack Sullivan
Don Wackerbarth
Hank Wakerlig

1-125-1387

NOTED
W. E. SCHWARTZ

July 26, 1983

CON

Stach Construction Co.
P. O. Box 730
Grants Pass, OR 97526

Second Time Extension Request
Hudson Slough Bridge
Contract No. 9481
FAP No. BRS-A409(3)

Your second request for additional contract time in which to complete phase "A" of the above project has been carefully reviewed.

A review of project weather records indicates that the additional time granted under your first request has more than adequately provided for these delays. Therefore, no additional contract time is granted for weather delays.

A contract time extension of 5 1/2 calendar days is granted due to the variations in pile tip elevations. Also, a contract time extension of 1 1/2 calendar days is granted due to the staking error. Both of these extensions apply to phase "A" of the project only.

The liquidated damages under phase "A" of this contract will accordingly be reduced from 18 1/2 days to 11 1/2 days. The completion date for phase "B" of the project remains unchanged.

For W. E. Schwartz, P.E.
Assistant State Highway Engineer
for Operations

RDH:mk st

bc H. S. Coulter
C. T. Keasey
Jim Gix w/att.
John Quiner II, OBEC w/att.
FHWA w/att.
Bob Church - Note: 1 1/2 days FHWA non-participating.

STATE OF OREGON

INTEROFFICE MEMO

TO: J. X. Wilson, Region Const. Engr. DATE: 7-18-83

FROM: F. D. Morrison, Project Manager

SUBJECT: Contractors Request for Increase in Number of Workdays (No. 2)
Hudson Slough Bridge - Douglas County
Contract No. 9841

After reading Mr. Quiner's letter dated 7-5-83 and talking to John over the telephone, I feel the 12 days recommended, covers the conditions stated in the letter.

The weather consideration takes into account the dalay in awarding the contract and did have a bearing on when the contractor could pour concrete.

Since I was the monitor on this project, I have to rely on OBEC's recommendations, which cover the situation as the work progressed.

Attch:

7-21-83

W. E. Schwartz -

I do not concur with the O.B.E.C. recommendation of 5 c.d. for weather delays. A review of the submitted weather listing indicates that the 12 c.d. previously granted for possible weather delays did, in fact, cover all the weather delays in December. Some weather delay in December is to be expected. Therefore, the time previously granted was more than fair.

I do concur with the granting of 5½ c.d. for variations in the pile length and the 1½ c.d. for the engineering error for a total of 7 c.d. time extension.

O. B. Jackmond

RECEIVED
JUL 21 1983
CONSTRUCTION SECTION

CE, CAE, FOE, OCE, SCS, EEO, OM, CA, LE, TC, FE, CP

ROSEBURG REGION
RECEIVED
JUL 20 1983

		RDS	RDS	LAS
RTS	AES	TE	RSR	RPR
RLE	GEO	RBI	SEC	AA

7-20-83

CC: O. B. Jackmond - I concur with Quiner's recommendation but it appears 10 days would be appropriate rather than 12.

J. X. W.

125-1387

9471

FORM 81-724-3001

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

	SECTION: HUDSON SLOUGH BRIDGE	WEEK ENDING: July 16, 1983
		SECTION PREFIX: 510-1012
	HIGHWAY: FAS-A409 Smith	COUNTY: Douglas
NAME OF JOB:	KIND OF WORK: Grading, Paving and Structure	
CONTRACTOR: STACH CONSTRUCTION CO.	CONTRACT NUMBER: 9481	FEDERAL AID PROJECT NUMBER: BRS-A409(3)
DATE OF CONTRACT: June 21, 1982	DATE WORK STARTED: August 2, 1982	ESTIMATED COMPLETION DATE: July 12, 1983
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 5 SUPERVISION: 1	SPECIFIED WORK DAYS	WORK DAYS USED
	SPECIFIED CALENDAR DAYS	CALENDAR DAYS USED
	SPECIFIED COMPLETION DATE: 11/30/82 & 7/31/83	PERCENT OF TIME ELAPSED: 96.20%
PROJECT AUTHORIZATION: $ 665,955.63		PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100%
EXCLUSIVE OF ENGINEERING: $ 613,148.58	ENGINEERING AUTHORIZATION $ 52,807.05	
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $	ENGINEERING COST TO DATE $	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 99%
ESTIMATED PERCENT: OVERRUN / UNDERRUN ____%	PERCENT OF AUTHORIZATION ____%	DATE PROJECT WAS COMPLETED: July 16, 1983

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		
100%		100%	100%	100%			

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.2	0.2			0.2
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)	6000 CY	4775 T.			840 T.
TOTAL QUANTITIES CORRECTED TO DATE	4500 CY	4578 T.			874 T.
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	4500 CY	4578 T.			874 T.
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK: Little Giant Post Ram, Post Auger, Flatbed Truck, Hand Tools.

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	10C261							
PERCENT	100%							

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY 10	Fair	0		
MONDAY 11	Fair	0		
TUESDAY 12	Cloudy	0		
WEDNESDAY 13	Cloudy	0		
THURSDAY 14	Mostly Cloudy	0		
FRIDAY 15	Partly Cloudy	0		
SATURDAY 16	Partly Cloudy	0		

K

RECEIVED
CONSTRUCTION
SECTION

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	No activity.
MONDAY	Guardrail subcontractor move in and installed all guard rail, anchors and end pieces.
TUESDAY	No activity.
WEDNESDAY	No activity.
THURSDAY	No activity.
FRIDAY	Remove signing and complete site cleanup.
SATURDAY	

REMARKS

STATUS: Project Complete.

SIGNED A.S.H. Jones LOCATION Eugene

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED SUBMIT 3 COPIES

SP•F216

CON 5

STATE OF OREGON

INTEROFFICE MEMO

Highway Division - Region 3 440-3399

DATE: October 3, 1983

TO: Gary Potter
Manager, Program Section ATTN: Mainor Holmes

FROM: Jack Ayres JA
Region Federal Aid Specialist

SUBJECT: Hudson Slough Contract Amendment

C. CONTRACTS and
EEMENTS No. 1C

Attached are three copies and cover letter from OBEC concerning the wording change in amendment #2 of the construction engineering agreement between OBEC and Douglas County.

I believe all paperwork relating to this item is now in order.

ja/cp
attach.
cc: Wally Palmateer - OBEC
Ken Erickson - Douglas Co.
F. Morrison

PROGRAM SECTION
MANAGER _____ PROJECT UNIT _____
OCT 4 1983
MAN. ASSIST. _____ PROGRAM UNIT _____
REFER TO _____
FOR _____

9411

CON 5

STATE OF OREGON

INTEROFFICE MEMO

Highway Division - Region 3 440-3399

TO: Mainor Holmes
Program Management

DATE: April 7, 1983

FROM: Jack Ayres JA
Region Federal Aid Specialist

SUBJECT: Consultant Agreement Amendment
Hudson Slough Bridge
Douglas County

C. CONTRACTS a
EEMENTS No.

Attached are three copies of a consultant agreement amendment submitted by Douglas County for Hudson Slough Bridge. Please process as required.

ja/cp
attach.
cc: F. Morrison

VICTOR ATIYEH
GOVERNOR

Department of Transportation

HIGHWAY DIVISION

Region 3

P.O. BOX 1128, ROSEBURG, OREGON 97470 PHONE 440-3399

Mr. Ken Erickson
Director of Public Works
Douglas County
Courthouse, Room 219
Roseburg, OR 97470

March 29, 1982

In Reply Refer to
File No.: PRO 6

C. CONTRACTS and
EEMENTS No. 10

Dear Ken:

This will acknowledge receipt of three signed copies of consultant agreement for the construction engineering to be performed by OBEC on Hudson Slough Bridge.

I am forwarding these agreements to the Project Management section in Salem, who will run them by our accounting section for approval.

A fully executed copy will be returned to both you and OBEC for your files.

Cordially,

ALFRED SHIRLEY, JR., P.E.
Region Engineer

By JACK AYRES
Region Federal Aid Specialist

ja/cp

cc: D.H. Moehring
J. McCormick
F. Morrison
W. Palmateer - OBEC

PROJECT MANAGEMENT BRANCH
SIE
FILE
RECEIVED
FOR
FILE: PM FA LG

Form 734-3122

9741

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

February 10, 1983

In Reply Refer to
File No.:

CON

Stach Construction Co., Inc.
P. O. Box 730
Grants Pass, OR 97526

Time Extension Request
Hudson Slough Bridge
Contract No. 9481
FAP No. BRS-A409(3)

Your request for additional contract time in which to complete the above project has been very carefully reviewed.

The contract and bond on this project were mailed to you on June 21, 1982 which was 25 calendar days after proposals were opened. The contract provides that "consideration will be given by the Division to the granting of an extension of the time allowed...for completion of the work to cover and offset any delay in work completion actually occasioned by said elapse of more than 20 days." (Standard Specification Section 103.08). Delays claimed which are within the stated 20 days cannot be considered, and therefore any delay claimed prior to June 17, 1982 cannot be considered.

It is evident, from the above dates, that a prospective contractor on this project could not have expected to have a contract in hand and to be able to order the domestic steel piling for the June 6 to June 12 mill rolling date mentioned in your request. From the mill rolling dates stated, It appears that the earliest schedule available for mill rolling after June 17, 1982 was July 12 and that rolling was completed about July 24. On the presumption that your order could have been rolled on July 12, the maximum delay then would have been 12 calendar days.

Your request also stated that "trading a day in June for a day in December is not a very equitable exchange." This is probably correct. However, the 12 day delay defined above results in work to be done in November being delayed into December, which is more similar in weather characteristics and productivity.

Nonetheless, we do acknowledge that work productivity expectations are slightly greater in November than in December and therefore a contract time extension of a total of 24 calendar days is granted due to delay in mailing of the contract and bond and any resulting loss of productivity.

Additional time is not granted for weather related delays other than is included in the above granted 24 calendar days. The revised specified time of completion for phase "a" of this contract is December 24, 1982. The specified time of completion for phase "b" is unaltered and remains July 31, 1983.

Should you wish to submit additional data or to further review this matter, please contact Mr. John Quiner of OBEC.

W. E. Schwartz, P.E.
Assistant State Highway Engineer
for Operations

OBJ:mk st

bc H. S. Coulter
Jim Gix
John Quiner II (OBEC)
FHWA
Bob Church

STATE OF OREGON
HIGHWAY DIVISION - REGION 3

INTEROFFICE MEMO

TO: C. T. Keasey
Asst. State Highway Engineer
Attn: O. B. Jackmond

DATE: January 26, 1983

FROM: J. X. WILSON
Region Construction Engineer

SUBJECT: Time Extension Request
Hudson Sl. Bridge
Contract No. 9481

CE ✓ CAE FOE OCE SCS BEO — RECEIVED JAN 28 1983 CONSTRUCTION SECTION — OM CA LS TC FE CP

Attached is a time extension request submitted by Stach Construction Co. for the subject project. Included is correspondence from O.B.E.C., Stach and Morrison giving some background.

The basis for the request is that because notice of award of contract was delayed awaiting concurrence and deposit by the county, delays in ordering and receiving piling and deck concrete pours were the cause of the time overrun.

I discussed the time request with both John Quiner and Frank, pointing out the "Red Book" notification of award requirement, which is notice within 30 days (notification has occurred when the contract and bond go in the mail). Apparently the documents were mailed to Stach within 25 days. This being the case, the Highway Division met its obligation and there is no basis for a grant of extra time.

Both John and Frank indicated that if the documents were, in fact, mailed within the specified time, they would have to withdraw their recommendations for approval.

Would you please review this material and let me know if you agree with my conclusion that Stach's time extension request should be denied.

2-8-83

jxw/cw
Attach.

cc Frank Morrison
John Quiner

W. E. Schwartz:

We were 5 days late in mailing the contract and bond and therefore should consider and grant a time extension based upon the actual impact of that delay. I recommend a time extension of 2+ calendar days for phase "a" of the work.

O. B. Jackmond

U.S. Department of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Final Voucher Payment

Date: October 21, 1982

From: Division Administrator

Reply to Attn. of: HAM-OR/120.3

To: Mr. H. Scott Coulter, State Highway Engineer
Oregon State Highway Division

RECEIVED
OCT 27 1982
HIGHWAY ACCOUNTING

The following vouchers have been approved for payment in the amount submitted:

PE	326-1921	M 000C(3)	$ 0.00	C.B.C. Signal System Expansion (Portl)
ROW	315-2524	RS A368(2)	0.00	N.C.L. - Main St Rogue River (Jos)
PE	527-1979	RS B559(1)	0.00	N. Fork Ash Cr. Hoffman Rd. Bridge Sec.
8639	511-1081	RS B452(1)	0.00	Rhea Rd Relocation John Day Hwy.
PE	14-1988	RS 473(7)	0.00	Parkdale-Willow Flat Rd. Section
9114	532-1051	RS B630(2)	0.00	Wenatha River (Troy) Bridge
PE	532-1990	RS B642(1)	0.00	Treasure Gorge Section
PE	510-1993	BRS A409(2)	0.00	Hudson Slough Bridge Section
9191	118-1097	TQF 36(1)	0.00	Geary Canal Bridge
PE	326-1985	RRP 9311(1)	0.00	BNRR X ing at N.W. 21st Ave (Portland)
	18-1048 18-1968	HES 48(3)	0.00	E. Main St. Madison St (Klamath Falls)
	205-1930 205-1085	RRO 000S(41)	0.00	BNRR X ing at Johnson Landing Rd. Sec.
	222-1958 222-1095	RRO-RRP 000S(38)	0.00	BNRR X ing at Cascade Drive Section
	222-1960 222-1097	RRO-RRP 000S(40)	0.00	BNRR X ing at Fairview Rd. Sect.

Dale E. Wilken

RECEIVED
STATE HWY ENGR
OCT 22 '82
REFER TO
FOR
Info | Invest | R/D | D/R | Sign | Act | File

RECEIVED
OCT 25 1982
HIGHWAY ACCOUNTING

NOTED
F.R. GRIFFIN

10/22
orig

1421

MEMORANDUM

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

FINAL VOUCHER FOR PAYMENT UNDER 23 U.S.C. 117

1-1442

Appropriation:

The United States, Dr., TO Treasurer of the State of Oregon

Address Capitol Bldg. - Salem, OR 97310

D.O. VOUCHER NO.	
STATE VOUCHER NO.	
DATE	
FHWA SCHEDULE NO.	
PAID BY	

STATE	FEDERAL AID PROJECT NO.
PROGRAM APPROVED Oregon	VOUCHER PERIOD ~~ARS-M09(2)~~ From: 7-1-80 To: 5-4-82

FINANCIAL DATA

TOTAL ACTUAL COST	TOTAL PARTICIPATING COST	PRO-RATA OF PARTICIPATING COST CLAIMED FROM U.S.	TOTAL AMOUNT CLAIMED FROM U.S.	LESS PREVIOUS PAYMENTS	NET AMOUNT CLAIMED
$29,424.23	$29,424.23	80% STATE	$23,539.38	$23,539.38	$ 0.00

RECEIVED IN FHWA DIVISION OFFICE	
FHWA REVIEW PERFORMED	
PASSED FOR PAYMENT	Oregon
FORWARDED BY FHWA DIVISION OFFICE	9/9/82 V.E. Skoog, Controller

0.00

Form FHWA-1447A (4-78) PREVIOUS EDITIONS ARE OBSOLETE

STATEMENT OF COSTS INCURRED UNDER PROJECT AGREEMENT

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTATIONS *(Payee must not use this column)*
	Hudson Slough Bridge Section **Smith River Rd. In Douglas County**					
	Preliminary Engineering					
	Type Code P.E.					
	State	All Required			$ 5,544.86	
	Work by OBEC Consulting Engineers	All Required			23,000.00	
					$25,544.86	
	Type Code Y070					
	Archeological Salvage	All Required			879.37	
	Total Participating Project Cost				$29,424.23	
	Prepared based on Participating Costs as shown on Federal Billing as of 9/16/82.					

AMOUNT CARRIED FORWARD

9421

June 1, 1982

ACC

Kenneth Erickson
Director of Public Works
Douglas County
1036 S.E. Douglas St.
Roseburg, Oregon 97470

Dear Mr. Erickson:

On May 27, 1982 we received a satisfactory bid from Stach Construction Co., P.O. Box 730, Grants Pass, Oregon 97526 for the Hudson Slough Bridge replacement project on Smith River Road in Douglas County.

As described in our Agreement No. 7265, we estimate the financial sharing of the construction cost will be:

Contractor's Bid		$586,795.05
Anticipated Additional Items:		
Permanent Pavement Striping	$850.00	
Temporary Erosion Control	100.00	$ 950.00
Subtotal		$586,745.05
Contingencies (4 1/2%)		26,403.53
Engineering (9%)		52,807.05
Estimated Construction Cost		$665,955.63

COUNTY SHARE: 20% of $665,955.63 = $133,200

We will award the contract when we receive your advance deposit in the amount of $133,200, which should arrive not later than June 18, 1982. You may use one of the three options for payment described on the attached sheet.

Very truly yours,

D. E. Swan, P.E.
Program Control Engineer

KEH:mf
Attachment

bcc w/AD # 82-33: Jack Ayres, Region 3
Vern Skoog - Please return completed AD # 82-33 when advance deposit is received.

Section HUDSON SLOUGH BRIDGE Programming Estimate $ _____

Highway CO. RD. _____ Proj. Length _____

County Douglas Completion Time 7/31/83

1481

Kind of Work Grade, Pave, Str. Est. Comp. Date _____

Prefix 5101993 Letting Date 5/27/82 Project No. BROS-A409(2)

ESTIMATED CONSTRUCTION AUTHORIZATION

Estimated Contract Amount . . . . $ 719,361 —

Anticipated Additional Items:

Royalty Payment		
Permit Fees		
Slide Correction		
Railroad Protective Costs		
Other Railroad Costs		
Permanent Signing		
Permanent Pavement Striping	850	
Temporary Pavement Striping		
Remove Pavement Striping (Exist. & Temp.)		
Temporary Erosion Control	100	
State Furnished _____		
Roadside Seeding & Mulching		
Asphalt Cement Adjustment		
On the Job Trainees ($0.80 x ____ hrs.)		
State Responsibility for Damages		
Signal Controller Testing		
"OPTICOM" Testing		
Bikeway Signs		
Bikeway Striping & Legend		
_____		
_____		
Adjust Utilities		
_____		
_____		
_____		
		$ 950

Subtotal $ 720,311 —

Contingencies (4-1/2%) . . . . . 32414 —

Engineering ([illegible], 9, [illegible]%) 64827 99

[illegible] $

[illegible] _____ . . . . . _____

Estimated Net Authorization, Construction . . . . . $ 817,552 99

APPROVED

_____

Road Design Engineer

Rev. 11/81

OREGON STATE HIGHWAY DIVISION

Section	Co	Sheet of
HUDSON SLOUGH BRIDGE		1 2
Kind of Work	**Length** / **Date**	**Name**
		Day

No.	Item	Code	Unit	Quant.	Unit Cost	Total
	Mobilization		All	All	(10%)	65,000
	Temporary Protection and Direction of Traffic		All	All		4000
	Temporary Signs		SqFt	200	6⁻	1200
	Temporary Continuous Rail Traffic Barriers, Reflectorized		Lin Ft.	250	6⁻	1500
	Flagmen		Hr.	150	22.50	3375
	Roadwork					
	Clearing and Grubbing		All	All		3,000
	Removal of Structures and Obstructions		All	All		1,000
	Embankment in Place		CuYd	6,000	7.50	45,000
	Roadway Removal Excavation		CuYd	3330	5.00	16,650
	Filter Fabric Membrane		SqYd	1,300	2.00	2600
	Obliteration of Roadway		SqYd.	500	2.00	1000
	1" - 0 Aggregate Base		Ton	4775	7.00	33,425
	Class "B" or Class "C" Asphalt Concrete		Ton	840	33.00	27,720
	12-inch Culvert Pipe		Lin Ft	60	16.00	960
	Guard Rail, Type 2H		Lin Ft	100	11.00	1100
	Guard Rail, Type 3		Lin Ft	100	26.00	2600
	Guard Rail Anchors, Type 1		Each	4	275	1100
	Rail End Pieces, Type G		Each	4	75	300
	Loose Riprap, Class 50		CuYd	200	15	3000
	Furnishing and Installing Mailbox Posts		Each	5	100	500

734-1736 (8-81)

OREGON STATE HIGHWAY DIVISION

SUMMARY--BID SCHEDULE--COST ESTIMATE

Sheet 2 of 2

Date

Section Hudson Sl. Br. County

Kind Of Work Length Name

No	Item	Code	Unit	Quant.	Unit Cost	Total
	Structure					
	Bridge Removal Work		All	All		10,000
	Shoring, Crubbing, Etc.		All	All		60,000
	Structure Excavation		Cu.Yd	100	12	1200
	Furnish Pile Driving Equipment		All	All		10,000
	Furnish HP10x42 Steel Piling		Lin Ft	1,206	14	16,884
	Furnish HP 12x53 Steel Piling		Lin Ft	2,750	18	49,500
	Drive Steel Piles		Lin Ft	3,956	2	7,912
	Structural Concrete, Class 3300	(278 Cy @ $300)	All	All		83,400
	Structural Concrete, Class 4000	(305 Cy @ $300)	All	All		91,500
	75'/85' Type III Prestressed Beams		Each	6	5700	34,200
	80'/85' Type III Prestressed Beams		Each	14	5700	79,800
	Reinforcement	(107,000 lb @ 0.50)	All	All		53,500
	Reinforced Concrete Bridge End Panels		Sq Yd	143	45	6435

STATE OF OREGON
HIGHWAY DIVISION - ODOT

INTEROFFICE MEMO
LOC 3

TO: F I L E

DATE: May 12, 1982

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Footpaths and Bicycle Trails
May 27, 1982 Bid Letting

This is an informational report to document the Highway Division's action taken with regard to establishing footpaths and bicycle trails as set forth in ORS 366.514. Bids will be opened May 27, 1982 on the following projects:

1. Coos Bay/Roseburg Highway @ 10th Street (Coquille)
   Coos Bay/Roseburg Highway, Coos County
   Traffic Signals

   Sidewalk ramps and pedestrian signals to be installed as part of this project.

2. Ukiah Rock Production
   Pendleton-John Day Highway, Umatilla County
   Aggregate Crushing

   Footpaths or bicycle trails are not incorporated in this project as no new highway construction, reconstruction or relocation is involved.

3. Ochoco Creek-Barnes Butte Road (Prineville)
   Ochoco Highway, Crook County
   Grading and Paving

   Bikeway project. Existing highway will be widened for six-foot shoulder bike lanes.

4. Port Orford-Cape Sebastian
   Oregon Coast Highway, Curry County
   Grading and Paving

   Bikeway and guard rail project. Shoulders on certain units will be widened to provide four- to six-foot shoulder bike lanes.

5. Hudson Slough Bridge
Smith River Road, Douglas County
Grading, Paving and Structure

Twelve-foot lanes with four-foot shoulders available on roadway and structure

Footpaths and bicycle trails will not be established under this project as per ORS Chapter 366, Section 2, subsection 2(c), which states, "footpaths and trails are not required to be established . . . where sparsity of population, other available ways or other factors indicate an absence of any need for such paths and trails."

6. Juniper Canyon Bridge
John Day Highway, Gilliam County
Grading, Paving and Structure

Twelve-foot lanes with four-foot shoulders available on roadway and structure.

Same as No. 5.

7. Valley of the Rogue State Park, Suncrest and Siskiyou Safety Rest Areas
Building Construction

Same as No. 2.

8. South Santiam River (Sweet Home) Bridge
Pleasant Valley Road, Linn County
Grading, Paving and Structure

Twelve-foot lanes with six-foot shoulders available on roadway and structure.

Same as No. 5.

9. Vail Creek-Nylund Road
Santiam Highway, Linn County
Grading and Paving

Multi-lane with eight-foot shoulders. To be striped and signed for shoulder bike lanes.

10. Chemawa Road-Greenwood Drive
N. River Road, Marion County
Grading and Paving

Multi-lane with five-foot, six-inch sidewalks with curb ramps for bicycle and pedestrian use.

11. Bombing Range Road-Butter Creek (Unit 2)
Lexington-Echo Highway, Morrow County
Grading, Paving and Structures

Twelve-foot lanes with two- to four-foot shoulders available. Structure roadway widths are thirty-one feet, six inches.

Same as No. 5.

12. Boardman, Stanfield and Deadmans Pass
Safety Rest Areas
Columbia River and Old Oregon Highways
Morrow and Umatilla Counties
Building Alteration

Same as No. 2.

13. Farris Road-Powell Boulevard (Gresham, Unit 2)
FAU 9867, Multnomah County
Grading and Paving

Multi-lane with four-foot shoulder bikeway lanes and six-foot sidewalks with curb ramps.

14. I-5 Freeway-N. Greeley Avenue (Portland)
N. Going Street, Multnomah County
Sound Barrier, Bicycle/Pedestrian Path and Landscaping

An independent eight-foot bikepath/sidewalk, sidewalks and curb ramps will be constructed under this contract.

RPS:ge

cc E. S. Hunter
D. G. Talbot
L. E. George
F. E. Terpin
George Bell
Don Harwell

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: BRS-A409(3)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 00107

2A. COUNTY NAME: Douglas

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
5/5/82	Secondary A409	County Road

10. GENERAL LOCATION:

Hudson Slough Bridge Section

11. GENERAL DESCRIPTION OF WORK

One Structure

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☒ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☐ OTHER *(Specify)*

13. REMARKS

As requested in Mr. Swan's letters of 4/19/82 and 5/3/82 you are now authorized to proceed with actions necessary to advance to completion the physical construction provided for by the above project at a total estimated cost of $817,600 Federal Funds $654,080 in accordance with the approved Certification Acceptance Plan. If you subsequently find that exceptions to the procedure will be needed or that your proposed design standards are lower than the minimum design as approved, this office should be notified of such proposed exceptions and reasons thereof.

I accept the certification of Mr. Rod Henry dated 4/27/82 that provisions of FHPM 7-5-1 have been complied with.

RECEIVED
STATE HWY ENGR
MAY 14 '82
REFER TO STAFF FOR
Info
Inves
R/D
Dr
of

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
5/5/82	G. K. Swan	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

7421

STATE OF OREGON
HIGHWAY DIVISION

INTEROFFICE MEMO

AGR

TO: D. H. Moehring, P.E.
Program Management Engineer

DATE: April ~~19~~ 20, 1982

FROM: Mainor C. Holmes Mainor
Agreements Specialist

SUBJECT: Project No. BRS-A409(2)
Hudson Slough (Smith River Road) Bridge
Douglas County & OBEC

Attached for your review and signature of concurrence are three copies of a Consultant Agreement for construction engineering services to be furnished to Douglas County by OBEC Consulting Engineers for the Hudson Slough Bridge.

The agreement has been subjected to the required pre-award audit and selection procedure evaluation and the External Audit Unit recommends approval.

I have reviewed the agreement, found it in order and recommend your concurrence.

MCH:pf
Attachment

4-20-82

Under "certification acceptance", this agreement does not require prior approval from FHWA. The consultant should not be allowed to proceed with construction engineering until we receive authorization from FHWA (PR 1240).

Mainor

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

PRO 6-2

April 19, 1982

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

Original Signed By
D. E. Swan

FROM: D.E. Swan, P.E.
Program Control Engineer

SUBJECT: Program Data Submission
Item No. 00107
Project No. BRS-A409(3)
Hudson Slough Bridge Section
Douglas County

Attached data consists of PR-1 forms with project maps.

It is the Oregon State Highway Division's present intention to receive bids for the project on May 27, 1982.

I request authorization to proceed with actions necessary to advance the physical construction provided for by the project at an estimated total cost of $817,600 with an obligation of $654,080 in Federal funds in accordance with the approved Certification Acceptance Plan.

DRH:bkc
Attachments

cc: Alfred Shirley (Region 3)
H. Reynoldson w/att.
General Files

Form 734-3122

Budget Bureau No. 41-R2

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W.O.

FORM PR-1 (REV. 4-81)

4-19-82

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

CARD 2	REPORT NUMBER (19)(20)	PROJECT LOCATION *(45 typewriter spaces)* 21 65		PRESENT	FUTURE (68)(70)	YEAR (71)(72)	REGION	STATE NAME
		Co. Rd., Approx. 2 mi. NE of Gardiner	ADT	DHV 120 960	N/A	--	10	Oregon

CARD 3	CHARACTER OF PROPOSED WORK *(35 typewriter spaces)* 18 52	NATL. FOREST (63)(65)	PRI ROUTE NO. (66)(68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72)(73)	PL. AUTH YR (74)(75)	PROJECT NUMBER PREFIX LETTER(S) 14 23	NUMBER 7
	One Bridge								BRS-	A409

CARD 4	CLASS OF FEDERAL FUNDS	COUNTY NAME
	Bridge Replacement (Mandatory 65% On-System)	Douglas

NAME OF URBAN AREA 17-31	ROUTE NO.	FEDERAL-AID (32)	STATE (36)(37)	U.S.
----	S	A409	Co. Rd.	---

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	WORK CLASS	WORK TYPE 43 46	STEP 53	TERMINI *(Full description)*	MILES (54)(58)	ESTIMATED PROJECT COST BY PHASES: TOTAL ESTIMATED COST (59)(66)	FEDERAL FUNDS (80%) (67)(76)	STATE FUNDS	OTHER FUNDS (County)
1	(1-5)	(10	41	42								
5					PE							
5					ROW							
5					CONST (CODE) X081		"Hudson Slough Bridge Section"	0.259	817,600	654,080	-----	163,520
								0.259	817,600	654,080	-----	163,520

CARD 1	CODE 1	PREPARED BY	DRH	PROJECT TOTALS
1	14	PROGRAM APPROVAL DATES	9-25-81	

(16) (23)(24) (33)

REMARKS

Additional Data: Item No. C
No. BRS-A

5101993

Budget Bureau No. 41-R2067; Approval Expires February 28, 19

FORM PR-1 (REV. 4-81)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

4-19-82

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

LOCATION (45 typewriter spaces)		PRESENT	FUTURE	YEAR	REGION	STATE NAME	STATE CODE	APPN CODE	ITEM NO.
Approx. 2 mi. NE of Gardiner	ADT	DHV 120 960	N/A	--	10	Oregon	41	118	00107

35 typewriter	NATL. FOREST	PH ROUTE NO.	SUPV AREA	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PROJECT NUMBER PREFIX LETTER(S)	NUMBER	SEQ. NO.	I Projects Only POST MI.	DESIG.
								BRS-	A409	(3)		

ent (Mandatory 65% On-System)

COUNTY NAME: Douglas — CODE: 019

PROGRAM STAGE: ☐ 1 OR ☐ 2

ROUTE NO.: S — FEDERAL-AID: A409 — STATE: Co. Rd. — U.S.: ----

STEP	TERMINI (Full description)	MILES	TOTAL ESTIMATED COST	FEDERAL FUNDS (80%)	STATE FUNDS	OTHER FUNDS (County)	CHARACTER OF PROPOSED WORK (Full description)
	"Hudson Slough Bridge Section"	0.259	817,600	654,080	-----	163,520	ROW- 80' min. Access Control-none; Parking Restrictions none.
DRH	PROJECT TOTALS	0.259	817,600	654,080	-----	163,520	

DATES: 9-25-81

REMARKS: Additional Data: Item No. 00107; Project No. BRS-A409(2).

-over

USCOMM DUSCOMM-DC 48905-P6

Hudson Slough Bridge Section
Project No. BRS-A409(3)

Remarks continued:

Project Data: Work under this project consists of constructing one 325' prestressed concrete multi-beam bridge on improved alignment with 32' roadway. Grade, drain and H-T pave bridge approaches as required. Remove existing bridge, adjust utilities as required and incidental work common to this type of project.

Accommodation of Utilities: A State-County agreement No. 7265 complying with paragraph 6d(1) of PPM 30-4.1 was executed 2-19-80.

Maintenance: A State-County agreement No. 7265 complying with Section 116, Title 23 U.S.C. was executed 2-19-80.

Note: 1) This project is in Congressional District No. 4.
2) Included in FY '82 AP in Preliminary 6 Yr. HIP on page 72.
3) Construction engineering to be done by consultant with review by State forces.
4) The sufficiency rating of existing bridge (10C-261) is 16.9.

OREGON STATE HIGHWAY DIVISION
120 DOT Building
Salem, Oregon 97310

Highway # 510

Attention: Right-of-way Section

Subject: Federal Aid Project No. BRS-A409(2) Prefix 509-1910

Project Name Hudson Slough Bridge #10C261
Smith River Road

Regarding the above referred to federal aid project, we hereby certify that to the best of our knowledge and belief:

A. Existing Right-of-Way

☐ 1. All construction can be accomplished completely within the existing right-of-way. This existing right-of-way was acquired prior to January 2, 1971.

B. New Right-of-Way

☒ 1. This project required additional right-of-way purchased after Jaunuary 2, 1971. Right-of-way, easements, or rights-of-entry required for this project have been secured in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and all incidential charges related to the transfer of property will be paid by the county in accordance with said Act.

☒ a. There has been no displacement of persons from residences, farms or businesses.

OR

☐ b. There has been displacement of persons from either residences, farms or businesses and in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, displaced persons, businesses, or farm operations have been provided relocation payments, if eligible, and relocation assistance. Displaced individuals or families have been relocated to decent, safe and sanitary housing or have been offered decent, safe, sanitary and fair housing immediately available on the open market.

C. Utilities

☒ 1. The occupancy and/or adjustment of existing utilities within the right-of-way of the above referred to federal aid project have been authorized by permit, franchise, or other approved procedure.

Signed at [illegible], Oregon, this 15th day of April, 1982

Certified By:

Regional Right-of-Way Supervisor
Date 4/20/82

County of

County Judge/Chairman

Commissioner

Commissioner

Instructions: Complete A or B and C.
R/W File No.

9421

DOUGLAS COUNTY

DEPARTMENT OF PUBLIC WORKS

KENNETH ERICKSON, DIRECTOR
ROOM 219 -- COURTHOUSE
ROSEBURG, OREGON 97470
(503) 440-4208

James F. Gosson, Asst. Director
JUSTICE BUILDING, ROOM 103
(503) 440-4481

W. C. "Bill" Bowne
SPECIAL STUDIES
JUSTICE BUILDING, ROOM 103
(503) 440-4481

County Shop
2586 N.E. DIAMOND LAKE BLVD.
(503) 440-4268

March 17, 1982

Oregon State Highway Department
1523 SE Cobb
P.O. Box 1128
Roseburg, OR 97470

Attention: Jack Ayres

This letter is to advise you of the departments practices regarding wintertime maintenance of Lower Smith River Road #48.

De-icing chemicals are not used in this area and are not planned for the future as the relatively mild climatic conditions do not warrant it. Sanding aggregates without chemicals are used when sanding is necessary.

Very truly yours,

James F. Gosson

J. F. Gosson
Assistant Director Public Works

cc: OBEC
B. Parkhill

JFG/is

ROSEBURG REGION
RECEIVED
MAR 19 1982

RE	RME	RCE	ROE	TE
RUE	DES	RSR	RPR	RLE
GEO.	ESE	RBI	AA	ATE.

Copies to Walt Hart
Ken Husby

OREGON STATE HIGHWAY DIVISION
Location Unit
Surfacing Design Group

Section: Hudson Slough Bridge
Highway: Smith River Road, FAS A409
County: Douglas
Prefix: 510-1993
Project Manager: Jack Ayres

Date February 9, 1982
Ten Year Traffic Coefficient 7.9
18 kip s.a. per day 93
R Value 12
Frost Penetration ---
CBE Total Requirement 24.5"

STRUCTURAL SECTION
NEW WORK

ACTUAL THICKNESS	COMPONENT	CREDIT
4.0"	A.C. Wearing Surface and Base	8.0"
16.0"	Aggregate Base	16.0"
20.0"		24.0"

1.0"	Asphaltic Concrete Wearing Surface & Base	=	2.0" Aggregate Base
1.0"	Cement Treated Base	=	1.8" Aggregate Base
1.0"	Plant Mix Bituminous Base	=	1.8" Aggregate Base
1.0"	Emulsion Treated Wearing Surface & Base	=	1.8" Aggregate Base
1.0"	Oil Mat	=	1.8" Aggregate Base
1.0"	Cement Treated Existing Roadway Material	=	1.5" Aggregate Base
1.0"	Lime or Cement Treated Subgrade	=	1.0" Aggregate Base
1.0"	Aggregate Subbase	=	0.8" Aggregate Base

Above Factors apply to materials that comply with Standard Specifications and Special Provisions.

F.H.W.A.
Location Engineer
Construction Engineer
Materials
Region Engineer
Project Manager
Specifications Engineer
Final Design Engineer
Regional Geologist

DEPARTMENT OF TRANSPORTATION
UNITED STATES COAST GUARD

MAILING ADDRESS
COMMANDER (oan)
THIRTEENTH COAST GUARD DISTRICT
915 SECOND AVE
SEATTLE, WASH 98174
PHONE (206) 442-5864

16591
Serial 343
20 August 1981

In reply refer to
Proposed Replacement Bridge
Across Hudson Slough, Mile 0.1,
Douglas County, Oregon

PUBLIC NOTICE NO. 81-N-07

All interested parties are notified that an application has been received by Commander, Thirteenth Coast Guard District, on behalf of the Douglas County Department of Public Works, Room 219 - Courthouse, Roseburg, Oregon 97470, for approval of location and plans for construction of a replacement highway bridge across a navigable waterway as follows:

WATERWAY AND LOCATION

Hudson Slough, mile 0.1, Douglas County, Oregon.

CHARACTER OF WORK

The applicant proposes to replace the existing wooden two-lane bridge with a modern concrete structure at the same location and on approximately the same alignment. The purpose of the project is to provide a safer bridge capable of accommodating existing and future traffic. The current bridge incorporates a lift out center span which would provide unlimited vertical clearance when removed. Available information indicates that the lift-out feature never has been used. Vertical navigation clearances would be reduced slightly, compared to the existing bridge. Horizontal clearances would be increased. Existing and proposed clearances are:

	Existing	Proposed
Horizontal	32.0 feet	73.5 feet
Vertical	15.7 feet at mean lower low water 9.8 feet at mean high water	13.4 feet at mean lower low water* 7.5 feet at mean high water* *1.2 feet additional vertical clearance available adjacent to east pier.

SPEED LIMIT 55
It's a law we can live with.

ENVIRONMENTAL CONSIDERATIONS

The Federal Highway Administration (FHWA) is the lead federal agency for purposes of the National Environmental Policy Act of 1969, as amended (NEPA). FHWA has determined that the proposed project would not be a major action significantly affecting the quality of the human environment. The Coast Guard, having conducted an independent review of the project, concurs in the categorical exclusion determination by FHWA.

An environmental assessment (EA) was submitted by the applicant in support of the bridge permit application. A copy of the assessment is available in the offices of the applicant and at the office of the Commander, Thirteenth Coast Guard District, Aids to Navigation Branch.

A separate permit pursuant to section 404 of the Clean Water Act, as amended, will be required by the U.S. Army Corps of Engineers for the placement of fill material. A total of approximately 6000 cubic yards of fill would be required for the overall project, with an additional 300 cubic yards of riprap to be used along the shoreline of the waterway.

No properties protected pursuant to the provisions of section 4(f) of the Department of Transportation Act of 1966 have been identified as being affected by the proposed project.

The applicant has certified that the proposed project complies with the approved State of Oregon coastal management program and would be conducted in a manner consistent with such program.

Although the proposed project would be an encroachment on the floodplain of Hudson Slough, it has been determined that the encroachment would not be significant.

The proposed project would require the filling of approximately 0.13 acre of wetland. FHWA has determined that there is no practicable alternative to the proposed new construction in wetlands and that the proposed action includes all practicable measures to minimize harm from such use.

The proposed project would not result in an adverse effect on any properties listed on the National Register of Historic Places, or eligible for listing thereon.

P/N 81-N-07
BRIDGES

Preliminary determinations indicate that the proposed activity would have no effect on endangered or threatened species, or their critical habitat, as designated pursuant to the Endangered Species Act of 1973, as amended. Formal consultation with the Department of the Interior in accordance with section 7 of the Act is not contemplated for this proposal.

SOLICITATION OF COMMENTS

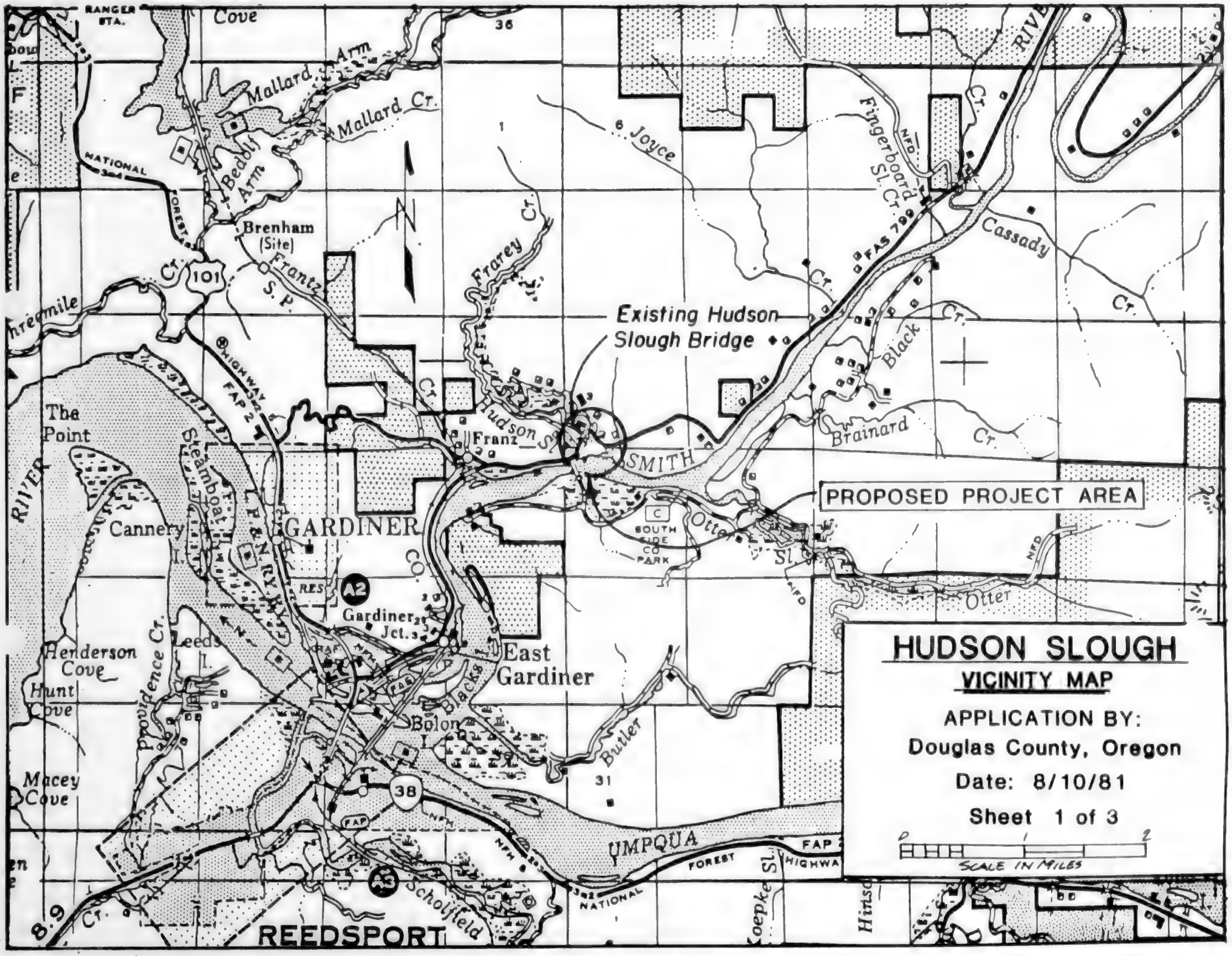
Interested parties are requested to express their views, in writing, on the proposed bridge project giving sufficient detail to establish a clear understanding of reasons for support of or opposition to the proposed work. Comments will be received for the record at the office of the Commander(oan), Thirteenth Coast Guard District, 915 Second Avenue, Seattle, Washington 98174, through 25 September 1981.

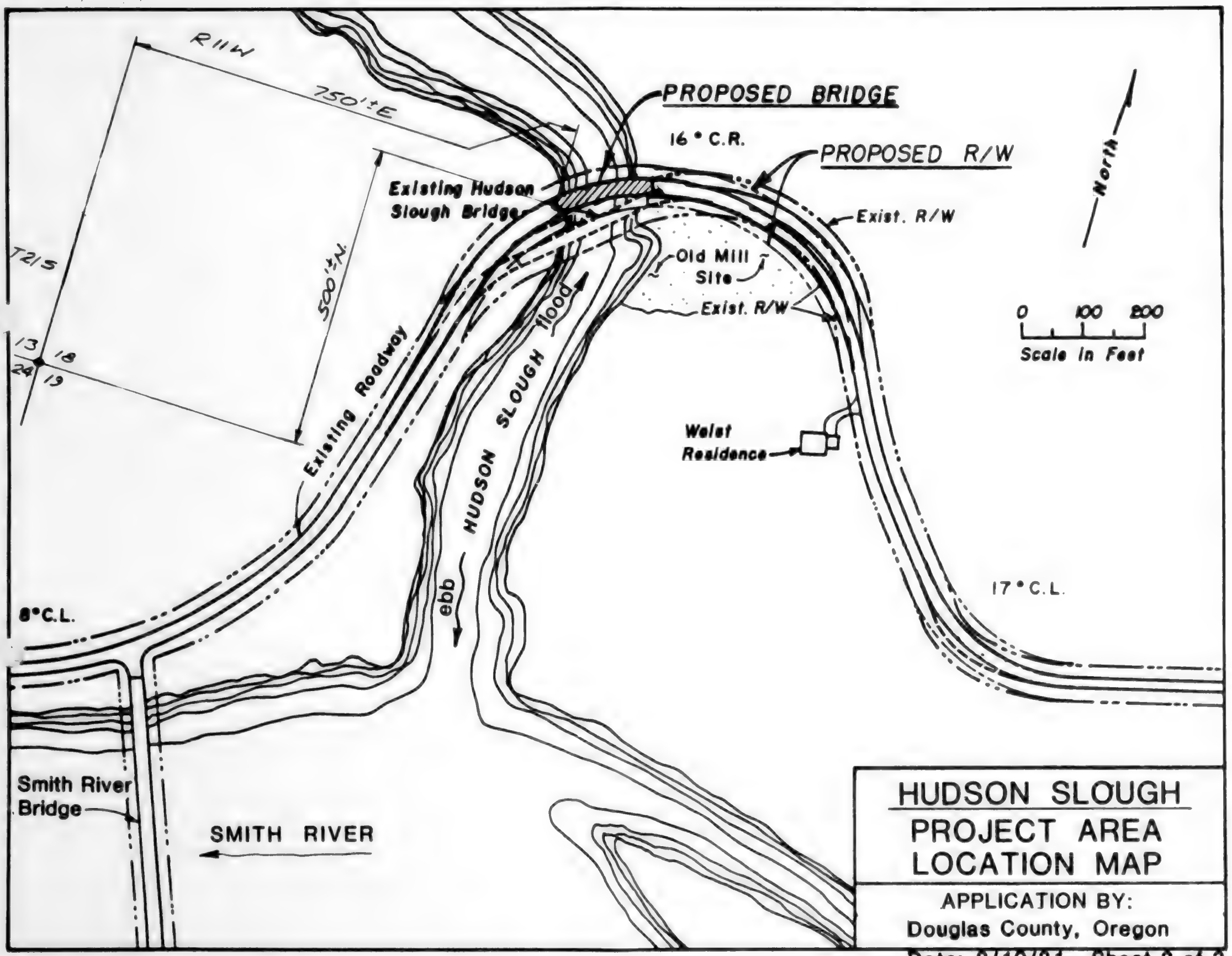
This notice consists of three pages, three sheets of drawings, one sheet public notice by the State of Oregon Department of Environmental Quality (DEQ), and one sheet public notice by the State of Oregon Department of Land Conservation and Development (DLCD).

Joseph H. Wubbold

JOSEPH H. WUBBOLD
Captain, U. S. Coast Guard
Chief, Operations Division
By direction of the District Commander

Encls: (1) Drawings - 3
(2) Public notice, State of Oregon DEQ
(3) Public notice, State of Oregon DLCD

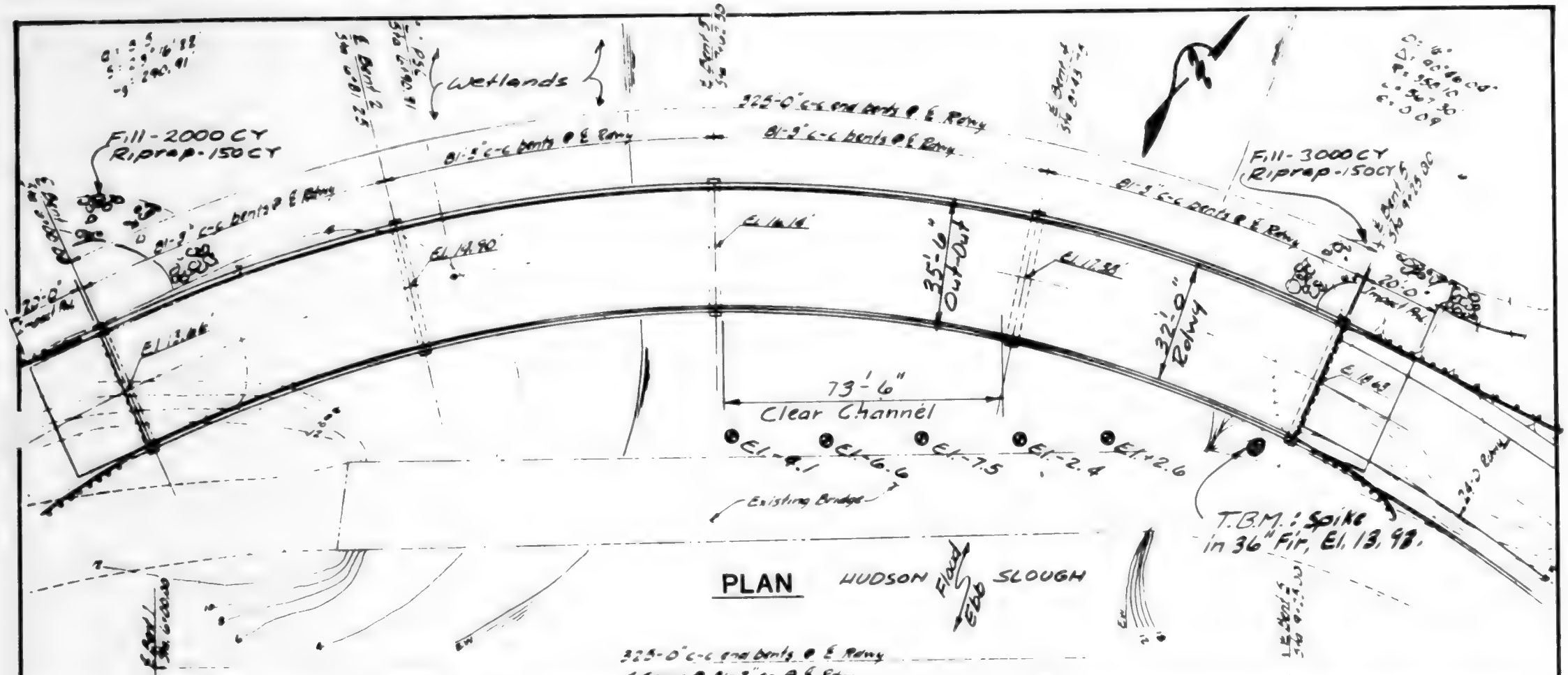

Cove
RANGER STA.
Mallard Arm
Mallard Ct.
Bedell Arm
NATIONAL FOREST
Brenham (Site)
Frantz S. P.
Ct.
101
Threemile
Frarey Ct.
Joyce
Fingerboard Sl.
NFD
FAS 799
Cassady
Ct.
Existing Hudson Slough Bridge
Black
Brainard
HIGHWAY FAP 2
The Point
Steamboat I.
Franz
Hudson St.
SMITH
PROPOSED PROJECT AREA
RIVER
Cannery
GARDINER
RES
42
Gardiner Jct.
SOUTH SIDE CO PARK
Otter
Providence Cr.
Leeds I.
Henderson Cove
Hunt Cove
East Gardiner
Blacks
Bolon
Butler
31
Macey Cove
38
UMPQUA
FOREST
HIGHWAY
NATIONAL
43
Scholfield
8.9
REEDSPORT
Koepke Sl.
Hinsdale
HUDSON SLOUGH
VICINITY MAP
APPLICATION BY:
Douglas County, Oregon
Date: 8/10/81
Sheet 1 of 3
0 1 2
SCALE IN MILES



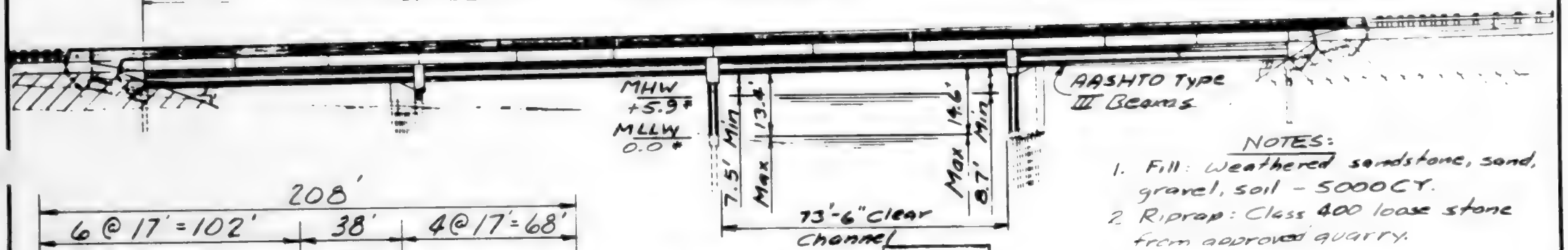
HUDSON SLOUGH
PROJECT AREA LOCATION MAP

APPLICATION BY:
Douglas County, Oregon

Date: 8/10/81 Sheet 2 of 3



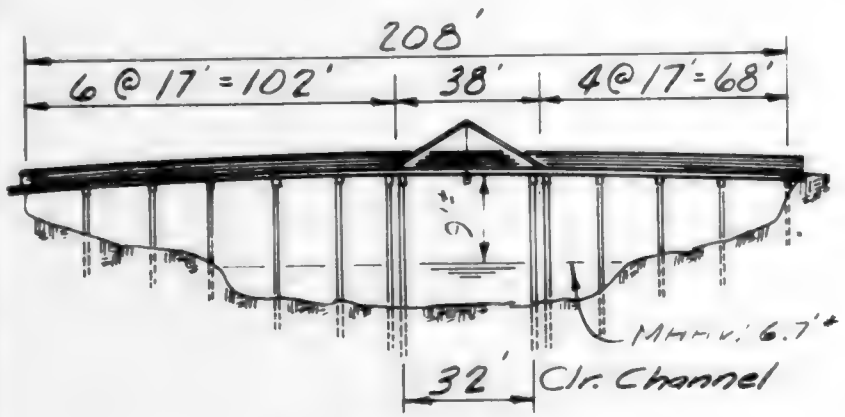
PLAN



ELEVATION

NOTES:

1. Fill: Weathered sandstone, sand, gravel, soil - 5000 CY.
2. Riprap: Class 400 loose stone from approved quarry.



Existing Bridge
No scale

	Datum	
	WATER	LAND
		+13.93 TBM
MHW +5.9	+2.8	
MSL +3.1	3.0	
	NGVD 1947	
MLLW 0.0	-3.1	

0 10 40
Scale in feet

OBEC/MAW 5-81

PROPOSED NEW BRIDGE over HUDSON SLOUGH

Application by:
DOUGLAS COUNTY, OREGON
Date: 8/10/81 Sheet 3of 3

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

8-20-81

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: BROS-A409(2)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 00107

2A. COUNTY NAME: Douglas

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 8/20/81

8. FEDERAL ROUTE NUMBER: Secondary A409

9. STATE ROUTE NUMBER: County Road

10. GENERAL LOCATION:

Hudson Slough (Smith River Road) Bridge Section

11. GENERAL DESCRIPTION OF WORK

Consultant Agreement

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION -- ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☒ OTHER *(Specify)* Consultant Agreement

13. REMARKS

As requested in Mr. Swan's letter of 8/11/81 I approve the Consultant Agreement with Oregon Bridge Engineering Company with an effective date of 8/20/81 to proceed with the work covered by the agreement. Reimbursement on a lump sum basis of $23,000 Federal Funds $18,400 which includes a net fee of $3,000 is approved.

Work performed under this agreement will be subject to audit prior to final voucher submission.

An approved copy of the agreement is returned herewith.

(This authorization is within the limits of funds obligated for Preliminary Engineering.)

RECEIVED
AUG 24 1981
RETURN TO
Machine

14. DATE: 8/20/81

15. SIGNATURE OF APPROVING OFFICIAL: E. K. Hansen

16. TITLE: for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Region 3

P.O. BOX 1128, ROSEBURG, OREGON 97470 PHONE 440-3399

Ken Erickson
Director of Public Works
Douglas County
1036 S.E. Douglas
Roseburg, OR 97470

August 19, 1981

In Reply Refer to
File No.: PRO 6

ATTENTION: James Gosson

Dear Mr. Erickson:

This will acknowledge receipt of your warrant #1155 in the amount of $6,640.00, which represents the county's share of estimated preliminary engineering costs for the proposed Hudson Slough Bridge Project.

By copy of this letter I am forwarding this check to Mr. Vernon Skoog, Controller for the Oregon State Highway Division.

Cordially,

ALFRED SHIRLEY, JR.
Regional Engineer

Jack Ayres

By JACK AYRES
Regional Federal-Aid Engineer

ja/cp

cc: V. Skoog
D.H. Moehring
Ken Husby

Form 734-3122

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

PRO 6-2

August 11, 1981

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: D.E. Swan
Operation Programming Engineer

SUBJECT: Consultant Engineering Agreement
Project No. BRS-A409(1)
Hudson Slough (Smith River Rd.) Bridge Section
Douglas County

Enclosed for your approval are two copies of a fully executed agreement with Oregon Bridge Engineering Company for the performance of preliminary engineering on the subject project.

I request the following:

1) Authorization to proceed with work by the Consultant at an estimated total cost of $23,000 with federal funds of $18,400.

2) The return of one copy of the Consultant Agreement approved for our files.

Approval of an authorization to proceed as requested will not require an additional obligation of funds on the project as presently under agreement.

CL:bkc
Enc.

cc: M. Holmes

Form 734-3122

OREGON STATE HIGHWAY DIVISION

AUTHORITY FOR SURVEY

Section Hudson Slough Bridge — Date July 29, 1981

Highway Smith River Rd. #48 FAS $409 — Authorization No. 2

County Douglas #10 — Survey Prefix 510-1993 (Assigned by Salem office)

Description of termini, route, length, etc.:

Westerly termini is MP 3.2. Easterly Termini is MP 3.5. Length is 1300'.

Proposed:

Replace structure

Purpose of Survey:

Monitor the field survey and review plans, specifications, and estimate developed for bridge replacement contract. The preliminary engineering & design will be done by a consultant.

Estimate of Costs:

Resident Engineer	(901)	$1,000	Specifications	(921)	1,200
Final Design	(905)	1,500	Adm. Serv. (Eng.)	(922)	100
Bridge Design	(906)	1,500	Environmental	(923)	2,100
Soils & Geology	(910)	200	Foundation Explaor.	(926)	"O.R.S."
Traffic	(911)	200	Payment to Loc. Govern't	(903)	2,000
Recon & Hydrology	(918)	1,000	Payment to Consultant	(904)	23,000
Project Management	(920)	100	Preliminary Design	(907)	200
			Public Hearings	(980)	100

BRS-A409(2)
7-1-80 Phase I
3-12-81 Phase II

This Authority #2 is to reflect correction in consultant fees & update costs.

INSTRUCTIONS

Submit four copies to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Regional Engineer and one copy to the Resident Engineer.

This form does not constitute authority for making survey until approved and returned.

Submit separate order for each survey.

RECEIVED
AUG 4 1981
LOCATION SECTION

Total estimated cost of survey	$ 34,400
Previous authorization	50,200
Additional authorization requested	+ 15,800
Additional authorization approved (Salem)	
Total all authorizations approved (Salem)	

Requests made by:
P. Lewellyn
Costs & Records Engineer — ~~Field Engineer~~

Recommended for Approval:
Frank E. Popin
Location Engineer

Recommended for Approval:
Regional Engineer

Approved:
E S Lantz
Assistant State Highway Engineer

SP*19760-734

DOUGLAS COUNTY

DEPARTMENT OF PUBLIC WORKS

KENNETH ERICKSON, DIRECTOR
ROOM 219 -- COURTHOUSE
ROSEBURG, OREGON 97470
(503) 440-4208

James F. Gosson, Asst. Director
JUSTICE BUILDING, ROOM 103
(503) 440-4481

W. C. "Bill" Bowne
SPECIAL STUDIES
JUSTICE BUILDING, ROOM 103
(503) 440-4481

County Shop
2586 N.E. DIAMOND LAKE BLVD.
(503) 440-4288

July 27, 1981

Oregon State Highway Department
1523 S. E. Cobb
Roseburg, Oregon 97470

ATTENTION: Jack Ayres

RE: Hudson Slough Bridge, County Road #48

Gentlemen:

In response to D. E. Swan's letter of June 26, 1981 and subsequent telephone discussions with yourself.

The purpose of this letter is to identify the series of events that occurred with regard to the development of the project to date in terms of involvement on the part of OBEC Inc.

The existing structure has been considered for replacement for quite some time due to the structure type and condition in combination with roadway geometry.

OBEC Inc. under an annual technical services agreement, performed the initial bridge inspection work using the federal bridge inspection rating criteria. That report identified some of their concerns regarding the condition of the structure and confirmed the concerns of the County bridge superintendent.

Repair work performed since that time has been with the understanding that the structure would be replaced approximately by the end of the 1970's.

It was assumed at that time that the project would be either entirely County funded (similar to our recently completed Fairoaks Bridge replacement project) or one possibly partially funded utilizing available federal funding through only the construction phase. With those as the two alternatives, OBEC Inc. was directed to commence preliminary engineering in proximity to the mouth of the Slough, (this department's preferred alignment). As the project developed and the environmentally related issues came more into focus, it became increasingly more difficult to scope the project in terms of preliminary engineering. The subject of a project-based agreement for preliminary engineering was considered by this Department and discussed with OBEC representatives and rejected by this Department as not in the best interests of Douglas County due to those problems associated with identifying the scope.

The objective of this Department continued to be that of developing the project through the preliminary engineering phase as expeditiously as possible and of course, as economically as possible. As project costs accumulated far beyond that originally anticipated, it was recognized that the project schedule in all probability would be jeopardized due to County-wide budgetary constraints. It was decided by this Department to seek federal funding for either all or a part of the preliminary engineering at a point in time part way through that phase, realizing that to do so, would require a variance from the normal procedures.

OBEC Inc. continued to be involved in the project development until approximately 3 months ago when they were instructed to discontinue further work pending the outcome of the County's request for federal funding.

I intend to utilize the consultant selection process as described in OMB circular A-102 for future projects involving the possibility of federal aid.

If you should have any questions, please give me a call.

Very truly yours,

James F. Gosson
Asst. Director
Dept. of Public Works

JFG:sl

cc: K. L. Erickson
Warren Poland

HIGHWAY ACCOUNTING
EXTERNAL AUDIT UNIT - 8-2878

FILE AGR

June 30, 1981

Vernon E. Skoog
Controller

Dettmar W. Jones
Staff Auditor

Pre-award Evaluation
OBEC/Douglas County
Hudson Slough (Smith River Rd) Bridge

D. E. Swan requested by memo dated June 25, 1981, that we review the subject negotiated agreement. My report is attached. The review must include the procedure used by County in selecting its Consultant, plus the financial and compliance provisions.

We cannot recommend your approval of subject agreement because there is no documentation from County supporting either competitive or non-competitive negotiation in its Consultant selection. OMB Circular A-102 (Att."O") requires suitable documentation or FHWA approval of another procedure. Although our Metro office has requested from the County such documentation, we do not have it on file, nor do we feel that it can be supplied. We understand that Consultant writes annual contracts with several counties and cities to perform all required engineering for that period. This has been the procedure for several years, and we cannot say at this time what degree of competition, if any, prevails.

It should be noted that in a similar pre-award evaluation, OBEC/Columbia County, Woodsun Bridge; FHWA did approve that specific agreement without resolution of the question about competition in its negotiation.

DWJ:njc

9481

June 26, 1981

ACC

Kenneth Erickson
Director of Public Works
Douglas County
1036 S.E. Douglas Street
Roseburg, Oregon 97470

Dear Mr. Erickson:

We anticipate Federal Highway Administration approval for the Preliminary Engineering Consultant Agreement between Douglas County and OBEC Consulting Engineers.

Accordingly, we have revised our estimate of the preliminary engineering costs:

State Monitor/Review	$10,200
PE by County	2,000
Payment to Consultant	23,000
ESTIMATED TOTAL COST OF PE	$35,200

The County share of PE Costs is:

Estimated Total Cost PE	$35,200
Less: PE by County	2,000
SUBTOTAL	$33,200
Less Federal Funds (80%)	-26,560
COUNTY SHARE	$ 6,640

The attached sheet describes the three options for making your advance deposit of $6,640. Please select the option you desire and submit your advance deposit according to the instructions.

Very truly yours,

ORIGINAL SIGNED BY
D. E. SWAN

D. E. Swan
Operation Programming Engineer

KEN:ff
Attachment

bcc w/AD # 884 REV.: Jack Ayres, Region 3 Federal Aid Engineer
Vern Skoog - Please return completed AD # 884 REV. when advance deposit is received.

$6640
Rec'd chk
8-21-81

VICTOR ATIYEH
GOVERNOR

Department of Transportation

HIGHWAY DIVISION

Region 3

P.O. BOX 1128, ROSEBURG, OREGON 97470 PHONE 440-3399

June 22, 1981

In Reply Refer to
File No.: PRO 6

James F. Gosson
Asst. Director of Public Works
Douglas County
Justice Building, Room 103
Roseburg, OR 97470

C. CONTRACTS and
EEMENTS No.

Dear Jim:

This will acknowledge receipt of three copies of the Preliminary Engineering Consultant Agreement between Oregon Bridge Engineering Company and Douglas County for preliminary engineering on the proposed reconstruction of Hudson Slough Bridge.

By copy of this letter I am forwarding these agreements to the Project Management section in Salem for processing and subsequent FHWA approval.

We will notify you if additional information is required.

Cordially,

ALFRED SHIRLEY, JR.
Regional Engineer

ORIGINAL SIGNED BY JACK AYRES
REGIONAL FEDERAL AID ENGINEER

By JACK AYRES
Regional Federal-Aid Engineer

ja/cp

cc: D.H. Moehring
W. Hart
Bill Worcester, OBEC
E. Ash

Form 734-3122

PRO

Jack Ayres
Region 3 Federal Aid Engineer

June 4, 1981

D. E. Swan
Operation Programming Engineer

Hudson Slough Bridge
Douglas County

We have reviewed the Preliminary Engineering Consultant Agreement proposed by Douglas County and OBEC Consulting Engineers. We find the Highway Division can not concur in this agreement for that portion of the work which has already been completed. We are returning the three copies so that the appropriate changes can be made.

We agree that while the billings paid to OBEC by Douglas County appear to be justifiable, the fact that the work was performed prior to Highway Division concurrence and FHWA approval does make all of these billings ineligible for federal participation. This is absolutely specified in the Federal-Aid Highway Program Manual, Volume 1, Chapter 7, Section 2, Paragraph 7d.

Further, when the estimated cost for consultant services exceeds $50,000, Federal and Highway Division procurement standards require that "Requests for Proposals have been circulated in accordance with the provisions of Section 10, Selection Procedures, Attachment O, OMB Circular A-102." This regulation refers to "competitive sealed bids or competitive negotiation .....".

To assure Federal participation for any remaining preliminary engineering work, we suggest prompt action by the County to comply with Federal regulations. Also, since the amount of the non-participating work appears to be changing significantly, we recommend the County hold the P.E. Advance Deposit until the issues are resolved.

KEH:pf
Attachments

PRO 6

STATE OF OREGON

INTEROFFICE MEMO

Highway Division - Region 3 440-3399

TO: D.H. Moehring
Asst. State Highway Engineer

DATE: May 29, 1981
ATTN: Buz Swan

FROM: Jack Ayres
Regional Federal-Aid Engineer

SUBJECT: Hudson Slough Bridge
Douglas County

This morning I received in the mail from Mr. Jim Gosson of Douglas County a package of materials pertaining to the proposed Hudson Slough Bridge Replacement Project. Also included are three copies of Preliminary Engineering Consultant Agreement proposed by Douglas County and OBEC Consulting Engineers. These agreements are submitted in addition to the annual blanket consultant agreement between Douglas County and OBEC Consulting Engineers, which you have already received.

The attached billings which have been paid by Douglas County cover work performed by OBEC for a preferred alignment change and new bridge location for Hudson Slough. This involved an earth fill over a wetland with the elimination of three sharp curves. The environmental aspect of filling over the wetlands could not be resolved. It was determined the only feasible alternative would be to replace the existing bridge in the immediate vicinity and just upstream from the existing bridge.

The county has now asked that the monies expended from their coffers for this preliminary work to satisfy environmental considerations be reimbursable and participating by the federal government. These billings are being submitted to you as unapproved by the Region. We feel that although the billings appear to be justifiable, the time and scope of work that was performed which is prior to the approval of the Consultant Agreement referring specifically to Hudson Slough Bridge may render all or part of these billings ineligible for federal participation.
I request your assistance in the determination of the billing eligibility. Your action and decision will lay the groundwork for my response to the county.

ja/cp
attach.

Contains Recycled Materials
81-125-1387

PROJECT MANAGEMENT BRANCH
STE
PRE
SP*75683-125
TO
FILE: PM FA LG.

DOUGLAS COUNTY

DEPARTMENT O PUBLIC WORKS

KENNETH ERICKSON, DIRECTOR
ROOM 219 -- COURTHOUSE
ROSEBURG, OREGON 97470
(503) 440-4208

James F. Gosson, Asst. Director
JUSTICE BUILDING, ROOM 103
(503) 440-4481

W. C. "Bill" Bowne
SPECIAL STUDIES
JUSTICE BUILDING, ROOM 103
(503) 440-4481

County Shop
2686 N.E. DIAMOND LAKE BLVD
(503) 440-4268

May 28, 1981

Oregon State Highway Division
1523 S.E. Cobb
Roseburg, OR 97470

ATTN: Jack Ayres

Re: Hudson Slough Bridge

Gentlemen:

Enclosed for your information and processing by your agency and the Federal Highway Works Administration are three copies of a consultant agreement between Douglas County and OBEC Consulting Engineers for preliminary engineering services on the Hudson Slough Project.

Also enclosed are certified copies of billings for engineering and related work extending back to May of 1979, along with the most recent invoice of April 24, 1981, which has not been paid. I request that your department approve these costs as legitimate and necessary associated with the development of the project. A summary of these are shown on the separate attachment.

The consulting engineering related costs to Douglas County to date are $68,242.44. Other direct costs generated by Public Works staff are not included, but are available upon request.

With regards to D. E. Swans' letter of April 1, 1981 (copy attached) I would prefer deferring payment of the local share (9,640.00) until your department has had an opportunity to review my request for reimbursement, as a portion of those monies expended by Douglas County may qualify as satisfying that requirement. If not, please advise.

If you should have any questions, please give me a call.

Very truly yours,

James F. Gosson, P.E.
Assistant Director
Dept. of Public Works

JFG:mh

ATTACHMENTS: 3 copies proposed consultant agreement
Certified copies of billings.
Recent unpaid invoice of 4-24-81.
Summary of billings.
D. E. Swans' letter of 4-1-81.

cc: K. L. Erickson
OBEC

STATE OF OREGON

INTEROFFICE MEMO

TO: Alfred Shirley, Jr.
Region III Engineer

DATE: April 29, 1981

DES 23
16554

FROM: Walter J. Hart
Bridge Engineer

SUBJECT: Hudson Slough Bridge
Smith River Road
Douglas County

The results of Test Hole No. 3 (3-24-81) on the subject project adequately supports OBEC's recommendation to proceed with design on the longer of the two bridge alternates. The county can be advised to proceed with design as soon as appropriate agreements are executed.

The Highway Bridge Replacement Funds will be limited to the bridge and sufficient roadwork to connect to the existing road. The extension of the project to improve the sight distance at the cut beyond the bridge will have to be done with other funds. The borrow from this cut that goes into the bridge approaches will be eligible for HBR funds.

WJH:jrb

cc: FHWA
Project Management

Contains
Recycled
Materials
81-125-1387

1 9421

April 1, 1981

ACC

Kenneth Erickson
Director of Public Works
Douglas County
1036 S.E. Douglas Street
Roseburg, Oregon 97470

Dear Mr. Erickson:

We have received Federal Highway Administration approval for the Preliminary Engineering phase of the Hudson Slough Bridge replacement on Smith River Road.

As specified in Agreement No. 7265 the financial sharing of the preliminary engineering costs is:

Estimated Total Cost P.E.	$50,200.00
Less: P.E. by County	2,000.00
SUBTOTAL	$48,200.00
Less Federal Funds (80%)	38,560.00
COUNTY SHARE (20%)	$ 9,640.00

The attached sheet describes the three options for making your advance deposit of $9,640.00. Please select the option you desire and submit your advance deposit according to the instructions.

Very truly yours,

D. E. Swan
Operation Programming Engineer

DEH:nf
Attachment

bcc w/AD # 884: Jack Ayres, Region 3 Federal Aid Engineer
Vern Skoog - Please return completed AD # 884 when advance deposit is received.

OBEC CONSULTING ENGINEERS

March 27, 1981

Mr. Jack Ayres
Region Federal Aid Engineer
Department of Transportation
P. O. Box 1128
Roseburg, Oregon 97470

Re: Hudson Slough
OBEC Job No. 8-49

Dear Jack:

I am enclosing two copies each of the boring log and letter which I received today from Jim Bilderback. I believe that the information gathered from this third test hole supports our previous recommendation that the longer of the two alternate bridge designs be selected for Hudson Slough.

Mr. Jerry Corzine of Douglas County informs me that they wish to construct the project using the longer bridge. I would therefore like to request, on behalf of the County, your assistance in gaining approval of the federal funds needed for the project in this form.

Once again let me thank you for your cooperation in setting up the last test boring.

Very truly yours,

Bill Worcester

Willis G. Worcester
Office Engineer

WGW:ps
Enclosures

cc: Jerry Corzine

244 COUNTRY CLUB ROAD • EUGENE, OR 97401 • (503) 683-6090

Copy to Hal Reynoldson - Proj. mgt. ✓

VICTOR ATIYEH
GOVERNOR

Department of Transportation
STATE HIGHWAY DIVISION

In Reply Refer to
File No.:

March 26, 1981

Willis G. Worcester, Office Engineer
O.B.E.C. Consultant Engineers
244 Country Club Rd.
Eugene, OR. 97401

RE: Hudson Slough Bridge
O.B.E.C. Job No. 8-49

Dear Bill:

It was a pleasure to meet with you again and go over the bridge site condition - - additionally we took a look at the anticipated borrow area which is on a curve immediately East of the bridge. As we noted, this is predominately a micaceous sandstone - - it will breakdown to air and water and is therefore not ideal for riprap but should be good for fill.

Since you were there during drilling of this last hole #3, you are aware of the very soft nature of the silt materials - - other than the weed bed there is no indication that the marshy soils will properly support a fill. Therefore, I suggest that the longer "Alternate B" bridge span be constructed. Even with the longer span there should be some fill settlement anticipated with the sliver and end fill (Sta 5+00 - 6+10).

When the sliver fill is to be placed it would be advantageous to "notch" the existing fill so that less differential settlement would take place. Because of the wetness and the tidal effect, it may be advantageous to place the first 4 foot of thickness as a rock blanket. This blanket fill may be monitored for possible pore water pressure build-up with peizometers. Therefore possible problem conditions can be spotted.

At any rate, staging the fill in two steps would allow field study time and allow time for dissipation of possible pore pressure build-up. It is also suggested that outside slope riprap come from a better source than the sandstone we inspected - - if reasonably possible.

Very truly yours,

James A. Bilderback

James A. Bilderback
Assistant Region Geologist

c.c. file
JAB/lmc

Form 734-3122

Oregon State Highway Division
SOILS & GEOLOGY EXPLORATION LOG FOR O.B.E.C.

Hole No. 3 Sheet 1 of 1

Project HUDSON SLOUGH BRIDGE

County rd. Highway SMITH RIVER ROAD County LANE

Location ~ 6+50 [6+78, 6' Rt.] Prefix 10-8252-926

Purpose of Hole BRIDGE FILL & FOUNDATION

Driller CHUCK FISH & DEL Logged by JIM Bilderback

Drill LONGYEAR DRILL #75-843 -- SMALL SKID MOUNTED Angle VERTICAL

Casing BW Core B

Drive Sampler OD 2" ID ___ Hammer Wt 140# Fall 30"

Undisturbed Sampler

LEGEND

GRAPHIC LOG

- Decomposed rock (hand crushable)
- Mixed decomposed and weathered rock
- Weathered rock (color, hardness, strength, etc., modified by weathering
- X Zone of fragmental core
- Mixed weathered and fresh rock
- Bedding dip
- Slickensides
- Joint

NOTES

Soft - can be scratched with fingernail
Mod Hard - can be scratched with knife, not by fingernail
Hard - difficult to scratch with knife
Very Hard - cannot be scratch with knife
Soils symbols are those of Unified Soils Classification System.

Elevation	Sample Type	Blows / Inches	N Value	% Recovered	% Recovery	Water Level	% Moisture	Depth	Graphic Log	Description	Remarks	Date
+12.5'											NOTE - WATER LEVEL	3/24/8
			%	0						NO CORE BARREL - WASHED OUT MATERIAL -	FLUCTUATES CONSIDERABLY W/ TIDAL CONDITIONS	
	1/24	1½	4/24	17						WEED BED MATERIAL - WITH GREY SILT		
			0					10				
	1/24	1½	15/24	63						GREY - FINE SLIGHTLY SANDY SILT	OBVIOUSLY VERY	
			0							MICA W/ 10-15% SAND	SOFT exceedingly	
	1/24	1½	15/24	63	59.2						LOW BEARING	
			0								STRENGTH MATERIAL!!	
								20				
	1/24	1½	15½/24	65						BROWNISH SILT WITH SOME	THE PLATFORM	
			0							WEED bed MATERIAL	PLACED ON WEEDBED	
			19½/24								INDICATES TOP BEARING	
	1/18, 1/18 bottom 6"	~½		81							~ 300 - 400 #/FT²	
			0									
								30			However beneath	
	1/12, 1/6, 1/6	<2	19/24	79							5' - The APPARENT BEARING	
			0							TRACE SAND	<100 lbs/FT²	
	1/10, 1/8, 1/6	<2	27/24	96						{A FEW WEED STEMS}		
			0					40				
	1/6, 1/18	~1	33/24	92								
			0							SHOWING SOME LAYERING W/TR. SAND		
	1/6, 1/6, 1/8, 1/6	~2	17/24	71	59.1					W/ BROWN - (LIGHT - DARK)		
			0					50				
	1/6, 1/6, 1/6, 1/6	2	17/24	71								
			0									
										SILT, GREY-BROWN / OCCASIONALLY MICACEOUS		
	1/8, 1/6, 1/8, 1/6	~2	17/24	63				60		TRACE WEEDS		
			0							SANDY SILT, BROWN		
	1/6, 1/6, 1/6, 1/6	3	17/24	71						GREY SAND ~6" THICK		
			0									
	1/6, 1/6, 1/6, 1/6	4	17/24	71				70				
										BOTTOM OF HOLE		

Five Sampler OD 2" ID ___ Hammer Wt 140 Fall 30"

Undisturbed Sampler

Elevation	Sample Type	Blows	Inches	N Value	Recovered Sampled	% Recovery	Water Level	% Moisture	Depth	Graphic Log	Description	Remarks	Date
+2.5'									0			NOTE - WATER LEVEL FLUCTUATES CONSIDERABLY W/ TIDAL CONDITIONS	3/24/8
				0/0	0						No Core barrel - WASHED OUT MATERIAL -		
		1/24	1½	4/24	17						WEED BED MATERIAL - WITH GREY SILT		
				0					10				
		1/24	1½	15/24	63						GREY - FINE SLIGHTLY SANDY SILT	OBVIOUSLY VERY SOFT exceedingly LOW bearing STRENGTH MATERIAL!!	
				0							MICA w/ 10-15% SAND		
		1/24	1½	15/24	63	59.2							
				0					20				
		1/24	1½	15½/24	65						BROWNISH SILT WITH SOME WEED bed MATERIAL	THE PLOT PLAN PLACED ON WEEDBED INDICATE TOP BEARING N 300 - 400 lb/FT²	
				0									
		1/18, 1/18 some new	~½	19½/24	81							HOWEVER beneath 5' = The APPARENT bearing <100 lbs/FT²	
				0					30				
		1/12, 1/6, 1/6	<2	19/24	79						TRACE SAND		
				0									
		1/10, 1/8, 1/6	<2	23/24	96						{A FEW WEED STEMS}		
				0					40				
		1/6, 1/8	~1	22/24	92								
				0									
		1/6, 1/6, 1/8, 1/6	~2	17/24	71	59.1					SHOWING SOME LAYERING W/TR. SAND W/ brown - (LIGHT - dark)		
				0					50				
		1/6, 1/6, 1/6, 1/6	2	17/24	71								
				0							SILT, GREY-brown / occasionally MICACEOUS		
		1/8, 1/4, 1/8, 1/4	~2	17/24	63				60		TRACE WEEDS		
				0							SANDY SILT, brown		
		1/6, 1/6, 1/6, 1/6	3	17/24	71						{GREY SAND ~6" THICK		
				0									
		1/6, 1/6, 1/6, 1/6	4	17/24	71				70				
											BOTTOM OF HOLE		

	- Joint

NOTES

Soft - can be scratched with fingernail
Mod Hard - can be scratched with knife, not by fingernail
Hard - difficult to scratch with knife
Very Hard - cannot be scratch with knife
Soils symbols are those of Unified Soils Classification System.

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: BRS-A409(2)

2. STATE PROJECT NO.: See below

3. FROM: Robert B. Hathaway, Assistant Division Admin
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 00107

2A. COUNTY NAME: Douglas

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
3/12/81	Secondary A409	County Road

10. GENERAL LOCATION:

Hudson Slough Bridge Section

11. GENERAL DESCRIPTION OF WORK

PS&E Preparation

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- [ ] PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- [X] PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION including utility preparatory work
- [ ] ACQUISITION OF RIGHT-OF-WAY
- [ ] CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- [ ] CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [ ] OTHER *(Specify)*

13. REMARKS

As requested in Mr. Swan's letter of 3/2/81 you are now authorized to proceed with the above work at a TEC of $15,000 Federal Funds $12,000.

RECEIVED
STATE HWY
MAR 13 '81

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
3/12/81	J K Hammer	Assistant Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.
PRO 6-2

March 2, 1981

TO: E.J. Valach, Acting Div. Administrator
Federal Highway Administration

Original Signed By
D. E. Swan

FROM: D.E. Swan
Operation Programming Engineer

SUBJECT: Preliminary Engineering (Phase 2)
Project No. BRS-A409(2)
Hudson Slough Bridge Section
Smith River Road (FAS-A409)
Douglas County

I request authorization as of February 25th to proceed with the portion of preliminary engineering necessary to obtain PS&E approval at an estimated total cost of $15,000 with obligation of $12,000 in Federal funds available from obligations released on other projects by final voucher submissions or other actions.

This request is based on your February 25, 1981 approval of a subsequent category request which resulted in revalation of the project as a Categorical Exclusion classification.

Enclosed, for your information, is a copy of the Preliminary Design Study Report by OBEC Consulting Engineers for the subject project.

JLG:bkc
Enc.

cc: H. Reynoldson
Lou Olson
General Files

Form 734-3122

Form FHWA 121 (6/79)

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

THE OREGON DIVISION - SALEM
UNITED STATES GOVERNMENT

memorandum

Subject: Project Classification
Oregon Project BRS-A409(2) Rev.
Hudson Slough Bridge
(Smith River Rd.), Douglas County

Date: February 25, 1981

From: Acting Division Administrator

Reply to Attn. of: HFO.3-OR

To: Mr. G. A. Potter, Manager, Environmental Section, OSHD

The subject project category request submitted with your February 12, 1981, letter has been reviewed.

We concur with your finding that the proposed project should be classified as Class II, Categorical Exclusion.

The proposed standards, design, and other specific details contained in the project category request will be subject to future reviews at the appropriate stage during project development.

E. J. Valach

cc:
OSHD (E S Hunter, Tech Svcs)
OSHD (Env, Reg III)
ENVIRONMENTAL SECTION
February 27, 1981

cc: D. H. Moehring
J. B. Boyd (3)
L. E. George
W. J. Hart
C. T. Keasey
J. H. Versteeg (4)
F. E. Terpin
B. L. Gifford (2)
R. H. Prange
Surfacing Design
Alfred Shirley
Jack McCormick
Gerald Parker
Elliott Parker
Don Keyes (8)

OREGON STATE HIGHWAY DIVISION
PROJECT CLASSIFICATION

BRS-A409(2)

A. Project Identification:

Date February 12, 1981

Section Hudson Slough Bridge
City Reedsport Hwy. No. 48
Highway FAS A-409 (Smith River Road)
Begin M.P. 3.4± Length 2175 ft. ±
County Douglas
Program Estimate $1,400,000
Region III
Funding Source HBR

(Attach Project Location Map)

B. Purpose, Need, and Description of Project (Describe Alternatives):

This project proposes the replacement of an inadequate and deteriorating wood bridge, and realignment and reconstruction of the substandard roadway. The existing bridge is narrow, poorly aligned, and is one-lane for trucks and busses. Very poor sight distance and heavy log truck traffic create an unnecessarily dangerous situation.

Alternatives that have been considered include the no-build, and, a totally new alignment across slough mouth and wetlands. These alternatives are not recommended for further consideration and were the subject of a preliminary environmental assessment. It has been concluded from this assessment that the impacts of a downstream alternative would be unacceptable.

C. Recommended Project Classification:

	Project Class	Documentation
____	I	Draft and Final EIS
X	II	Categorical Exclusion
____	III	Environmental Assessment

Other Documentation:

__	Wetlands Finding	X	Noise Study Report
X	Cultural Resource Survey	__	Indirect Source Construction Permit
__	Section 106 Procedures	__	Section 4(f) Determination

Basis for Recommended Classification:

Encroachment on wetlands will be between 0.2 and 0.4 acres (depending upon design option selected) and can be mitigated by removal of existing embankments and mill site debris. The new bridge will be very close to the existing one and all roadwork, except about 100-200 feet on west approach, will be over high ground or existing roadway. No practicable alternative to bridge location is available which will conform to planning goals and environmental law.

D. Descriptions:

	Existing Facility	Proposed Facility
Number of Traffic Lanes	2 (1 for trucks)	2
Median (Yes/No)	No	No
Shoulders (Yes/No, Paved/Gravel)	Yes, gravel	Yes, paved
Average Daily Traffic (Volume and Year)	960 (1979)	1000 (1981)
Alignment (New, Combined, Existing)	Existing	New (Bridge
Speeds (Posted and Estimated)	45/35 mph	45/40 mph

(12-15-80)

E. Preliminary Identification of Environmental Impacts:

1. Estimated Right-of-Way Impacts:

Acres	1.9± (.6 acres ± Vacatable)
Estimated Number of Parcels	5
Residential Relocation (No.)	None
Business Relocation (No.)	None

Describe:

No businesses or residences will be displaced or affected. The project vicinity is rural and very sparsely populated. The land required is vacant and in a natural condition.

2. Estimated Impact on Land Use:

None. The proposal is to improve traffic safety by realigning the bridge road approaches and replacing the existing substandard bridge. All land access will be maintained. Land use change factors are not present in the project.

3. Estimated Impact on Traffic Volumes, Flow, Patterns, and Safety:

Traffic volumes will not be affected. Traffic flow will be improved, as opposing traffic must now wait for trucks and busses to clear the bridge. Sight distance and alignment will be much improved which will combine to improve traffic safety.

4. Estimated Impact on Rivers, Streams, Wetlands, Rare or Endangered Species or Other Natural Ecological Resources:

Bridge work will possibly result in temporary increases in turbidity during pile driving. New bridge approach fills will cover about 0.2 to 0.4 acres of wetland, which can be replaced by removing existing fill and debris at the site. There are no known rare or endangered species of plants or animals in the vicinity, according to the Region Fish Biologist. No other ecological resources have been identified. A wetlands analysis will be performed for use in contract plan preparation.

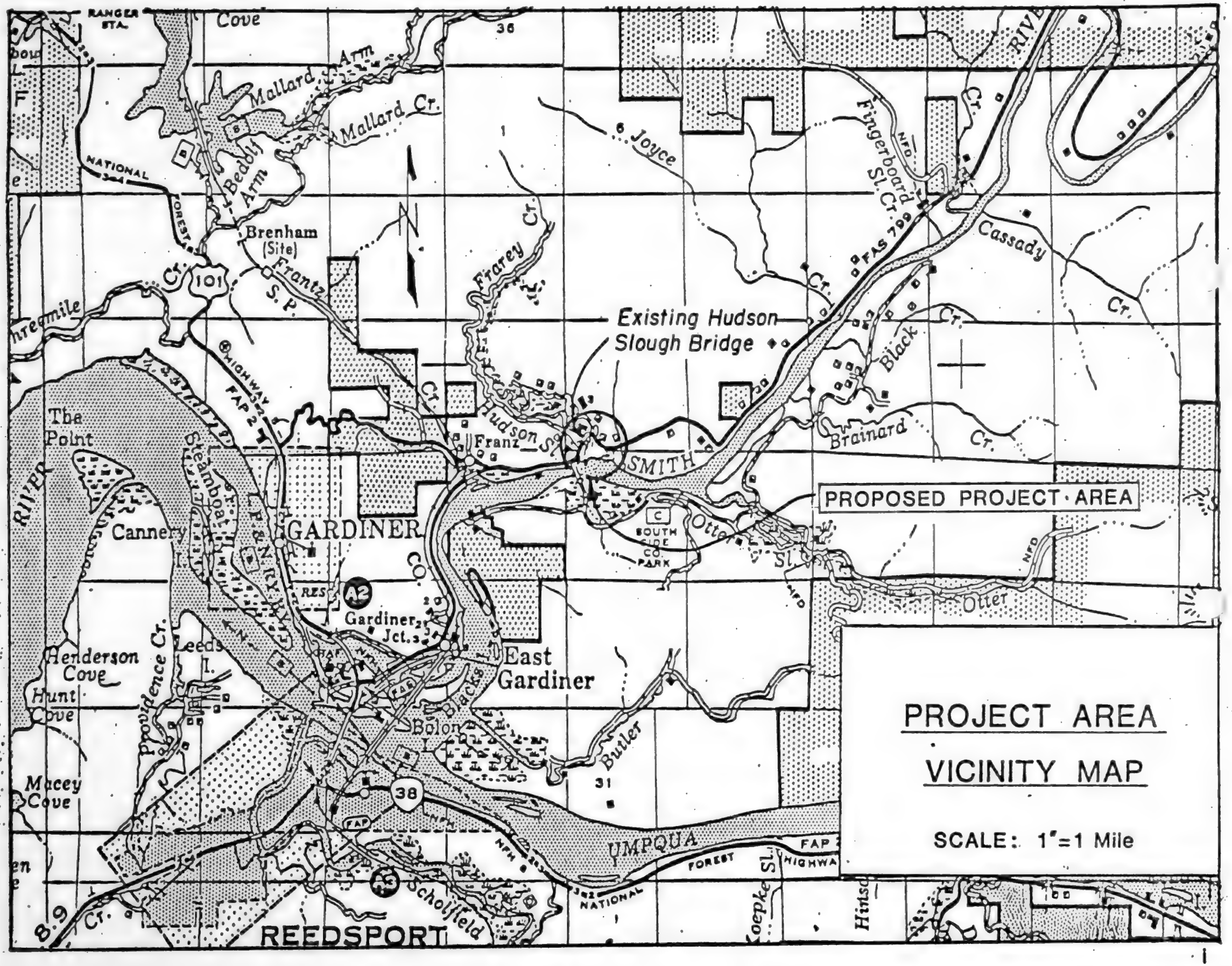
5. Estimated Impact on Parks, Historic Properties, or Other Cultural or Scenic Resources:

None exist within the project limits or in the vicinity.

6. Preliminary Identification of Areas of Critical Concern and Controversial Issues:

(1) The small amount of wetland coverage with fill material; this can be mitigated and there is no known reasonable alternative.
(2) The proposed bridge location and alignment; local residents strongly supported the originally proposed straight roadway across the wetlands at the mouth of the slough.

Name of Preparer and Phone Number: OBEC Consulting Engineers (Willis G. Worcester)
(503) 683-6090



PROJECT AREA

VICINITY MAP

SCALE: 1"=1 Mile

OREGON STATE HIGHWAY DIVISI(
PROJECT CLASSIFICATION

A. Project Identification:

Date January 8, 1981

Section Hudson Slough Bridge
City Reedsport Hwy. No. 48
Highway FAS A-409 (Smith River Rd.)
Begin M.P. 3.4± Length 2175 ft.±
County Douglas
Program Estimate $1,400,000
Region 3
Funding Source H.B.R.
(Attach Project Location Map)

B. Purpose, Need, and Description of Project (Describe Alternatives):
Replacement of inadequate and deteriorating wood bridge; realignment and reconstruction of substandard roadway. Existing bridge is narrow, poorly aligned, and is one-lane for trucks and busses. Very poor sight distance and heavy log truck traffic create an unnecessarily dangerous situation.

Only alternatives are (1) no-build, and (2) totally new alignment across slough mouth and wetlands. First is not in public interst. Second has been abandoned due to excessive cost of meeting environmental standards.

C. Recommended Project Classification:

Project Class		Documentation
_____	I	Draft and Final EIS
X	II	Categorical Exclusion
_____	III	Environmental Assessment

Other Documentation:

__ Wetlands Finding
__ Cultural Resource Survey
__ Section 106 Procedures
__ Noise Study Report
__ Indirect Source Construction Permit
__ Section 4(f) Determination

Basis for Recommended Classification:

Encorachment on wetlands will be minimal and can be mitigated by removal of existing embankments and mill site debris. New bridge will be very close to existing and all roadwork, except about 100-200 feet on west approach, will be over high ground or existing roadway. No practicable alternative to bridge location is available which will conform to planning goals and environmental law.

D. Descriptions:

	Existing Facility	Proposed Facility
Number of Traffic Lanes	2 (1 for trucks)	2
Median (Yes/No)	No	No
Shoulders (Yes/No, Paved/Gravel)	Yes, gravel	Yes, paved
Average Daily Traffic (Volume and Year)	960 (1979)	1000 (1981)
Alignment (New, Combined, Existing)	Existing	New (Bridge)
Speeds (Posted and Estimated)	45/35 mph	45/40 mph

(12-15-80)

E. Preliminary Identification of Environmental Impacts:

1. Estimated Right-of-Way Impacts:

Acres	1.9± (.6 acres± Vacatable)
Estimated Number of Parcels	5
Residential Relocation (No.)	None
Business Relocation (No.)	None

Describe:

No businesses or residences will be relocated. Project vicinity is rural and very sparsely populated. The land required is not in use for any particular purpose.

2. Estimated Impact on Land Use:

None. There is no identifiable use of the surrounding land.

3. Estimated Impact on Traffic Volumes, Flow, Patterns, and Safety:

No impact on volume or pattern. Flow will be improved, as opposing traffic must wait for trucks and busses to clear bridge. Very definite positive influence on safety. Sight distance and alignment will be much improved. Bridge will carry full two-lane roadway plus shoulders.

4. Estimated Impact on Rivers, Streams, Wetlands, Rare or Endangered Species or Other Natural Ecological Resources:

No impact on slough or nearby Smith River, except for possible temporary increase in turbidity during pile driving. New bridge approach fills will cover about 0.2 acre of wetland, which can be replaced by removing existing fill and debris at the site. There are no know rare or endangered species of plants or animals in the vicinity, according to the Region Fish Biologist. No other ecological resources have been identified.

5. Estimated Impact on Parks, Historic Properties, or Other Cultural or Scenic Resources:

None exist within the project limits or in the vicinity.

6. Preliminary Identification of Areas of Critical Concern and Controversial Issues:

(1) The small amount of wetland coverage with fill material; this can be mitigated, and there is no known reasonable alternative.
(2) The proposed bridge location and alignment; local residents strongly supported the originally proposed straight roadway across the wetlands at the mouth of the slough.

Name of Preparer and Phone Number: OBEC Consulting Engineers (Willis G. Worcester)
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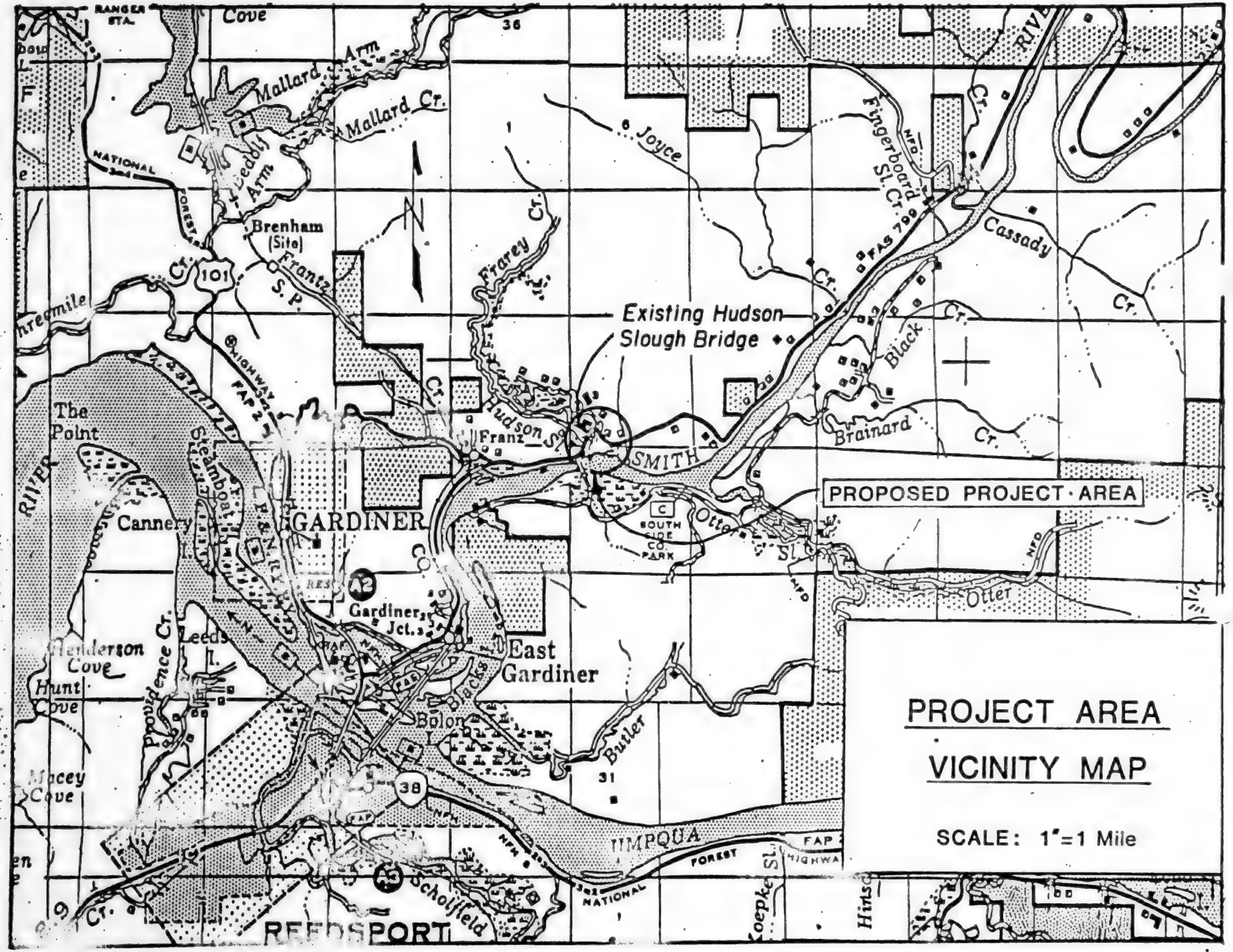

Cove
RANGER STA.
Mallard Arm
Mallard Cr.
Leddy Arm
NATIONAL FOREST
Brenham (Site)
Frantz S.P.
Cr.
101
Threemile
HIGHWAY FAP 22
The Point
RIVER
Steamboat Slough
Cannery
GARDINER
Gardiner Jct.s
Providence Cr.
Leeds
Henderson Cove
Hunt Cove
Macey Cove
Farey Cr.
Existing Hudson Slough Bridge
Hudson St.
Franz
SMITH
Joyce
Fingerboard Sl.
Cr.
FAS 799
Cassady
Black
Brainard
PROPOSED PROJECT AREA
SOUTH SIDE CO. PARK
Otter
Sl.
NFD
East Gardiner
Blacks
Bolon
Butler
31
38
42
Scholfield
REEDSPORT
UMPQUA
FAP
FOREST
HIGHWAY
NATIONAL
Koepke Sl.
Hinsd
PROJECT AREA
VICINITY MAP
SCALE: 1"=1 Mile

U. S. DEPARTMENT OF TRANSPORTATION - FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

FEDERAL AID PROJECT NO.: BRS-A409(2)

STATE PROJECT NO.: See below

FROM:
G. L. Green, Division Administrator
FHWA - Oregon Division

PROGRAM NO.:

COUNTY NAME: Douglas

ITEM NO.: 00107

PROGRAM STAGE (Check) ☐ 1. ☐ 2.

TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

RECEIVED
STATE HWY ENGR
JUL - 7 '80
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

DATE PS&E APPROVED:

DATE AUTHORIZATION EFFECTIVE: 7/1/80

FEDERAL ROUTE NUMBER: Secondary A409

STATE ROUTE NUMBER: County Road

GENERAL LOCATION:

Hudson Slough Bridge Section

GENERAL DESCRIPTION OF WORK:

Preliminary Engineering

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

PRELIMINARY ENGINEERING TO DETERMINE
☐ LOCATION ONLY

PRELIMINARY ENGINEERING FOR SURVEY AND PLAN
☐ PREPARATION

☐ ACQUISITION OF RIGHT-OF-WAY

CONSTRUCTION - ADVERTISE FOR RECEIPT
☐ OF BIDS

☒ OTHER (Specify) All phases of PE thru Final Environmental Document Including Archeological Salvage TEC $35,200 F.F. $28,160

☐ CONSTRUCTION - PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

As requested by Mr. Swan's PEA dated 6/18/80.

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
7/1/80	G. K. Hoosman	for Division Administrator

FORM PR-1240 (REV. 8-70) EXISTING STOCKS OF FORM PR-1240 (REV. 6-68) WILL BE USED

☆ U. S. GOVERNMENT PRINTING OFFICE: 1975-631-858

TO: G.L. Green
Division Administrator
Federal Highway Administration
Salem, Oregon 97301

OREGON DEPT. OF TRANSPORTATION-HIGHWAY DIVISION
ADDENDUM TO LOCATION PROSPECTUS AND
REQUEST FOR FEDERAL AID
PRELIMINARY ENGINEERING AUTHORIZATION

PROJECT LOCATION	APPN CODE	ITEM NO.	PROJECT NO.	ROUTE NO. FED.	ROUTE NO. STATE
"Hudson Slough Bridge Sec." Co. Rd., Approx. 2 mi. NE of Gardiner	118	00107	BRS-A409(2)	A409	Co. Rd.

Access Control None Parking Restrictions Partial System Revision None

Airports (within 2 Mi.) None ROW 60' min,

Water Development None Recreation & Historical Areas None

Douglas 019

A-95 Review:

State Cl. No. ..... Exempt___ Date Approved 4-7-80 (PNRS 8003-2-030)

Dist. 6 Cl. No. ..... Exempt___ Date Approved_____ No Reply X

Project Environmental Assessment: FHWA Concurrence Dated May 12, 1980

Major/Significant___(EIS) Major/Non-significant___(Neg.) Non-major___(None)

1-EIS___ 2-Draft Assessment & FONSI X 3-Categorical Exclusion___

Notes: (1) Project in Congressional District 4 .

(2)

I request authorization to proceed with the PRELIMINARY ENGINEERING work checked below:

___ All Phases
X All Phases thru Final Envir. Document
___X Incl. Archeological Salvage
___ " Util. Preparatory Work
___ " R.R. Preparatory Work

Est. Proj. Cost:

TEC NTE	$ 50,200
FF	$ 40,160
STATE	$ 300
Co.	$ 9,740

For PR-37:

Field Phase	$ 35,200
PS&E Phase	$ 15,000
	80%

REMARKS:

1) Attached is "Authority for Survey" & sketch map.

2) Consultant Engineering Agreement will be forwarded under separate action.

DATE	SIGNATURE OF REQUESTING OFFICIAL	TITLE
6-18-80	D.E. Swan	Operation Programming Engineer

FAS A409

LOCATION PROSPECTUS
OREGON DEPARTMENT OF TRANSPORTATION
LOCATION UNIT

NOTE: SHADED AREAS TO BE COMPLETED IN SALEM OFFICE

DATE

PREFIX

1 - IDENTIFICATION

PROJECT NAME: Hudson Slough Bridge

HIGHWAY NAME: Smith River Road

HIGHWAY NUMBER: FAS #A409

REGION	ADMINISTRATIVE DISTRICT	COUNTY	CITY
3	6	Douglas	

LENGTH	MILEPOST NUMBER		
0.25	3.2 TO 3.5	[X] RURAL	[ ] URBAN

LOCAL GOVERNMENT PROJECT? [X] YES [ ] NO

IF YES, UNIT OF GOVERNMENT: Douglas County

TYPE OF FUNDS: [ ] FAI [ ] FAP [ ] FAS [ ] STATE [ ] FAUS [X] OTHER HBR – C

METHOD OF CONSTRUCTION: [X] CONTRACT [ ] STATE FORCE [ ] OTHER

TYPE OF WORK: [X] GRADING [X] PAVING [X] STRUCTURE [ ] SIGN [ ] SIGNAL [ ] ILLUMINATION [ ] ROADSIDE IMPROVEMENT [ ] OTHER

PROJECT DESCRIPTION

Douglas County requests a $953,000 project for Preliminary Engineering and Construction of a 375-foot pile trestle structure and approaches over Hudson Slough on Smith River Road. The project will develop the environmental documents and provide plans for replacement of the existing timber structure. A consultant will perform the Preliminary and Construction engineering work. The 20 percent local match will be provided by Douglas County.

30' proposed width.

2 - TRAFFIC DATA

EXISTING AVERAGE DAILY TRAFFIC (YEAR-VOLUME)	PROJECTED AVERAGE DAILY TRAFFIC (YEAR-VOLUME)
1979 – 960	

LEVEL OF SERVICE	A	B	C	D	E	F
EXISTING	[X]	[ ]	[ ]	[ ]	[ ]	[ ]
PROPOSED	[X]	[ ]	[ ]	[ ]	[ ]	[ ]

DESIGN SPEED (MPH)	DESIGN STANDARDS	TRAFFIC ANALYSIS		
55	AASHTO	[X] LIGHT	[ ] MEDIUM	[ ] HEAVY

REFERRED TO

Beard Stoudenmeyer
Cole Mann
Eriksen Watson
Hager Dorn Leu
Return Discuss Do File Copy Due
BY FINAL DESIGN ENGINEER

RECEIVED

ROAD DESIGN

APPROVED
Frank E. Turpin
Location Engineer
Date 6/10/80

3 - FEATURES	EXISTING NUMBER AND WIDTH	PROPOSED NUMBER AND WIDTH
TRAVEL LANES	two @ 12'	two @ 11'
SHOULDERS	0	two @ 4'
MEDIANS	none	none
PARKING LANES	"	"
SIDEWALKS	"	"
BIKEWAYS	"	"
INTERCHANGES	"	"
OTHER:		

	YES	NO	MAYBE
Channelization	☐	☒	☐
Frontage Roads	☐	☒	☐
Traffic Signals	☐	☒	☐
Signing	☐	☒	☐
Illumination	☐	☒	☐
Structures	☒	☐	☐
Stage Construction	☐	☒	☐
Pedestrian Crossing	☐	☒	☐
Rest Area	☐	☒	☐
Truck Scale Site	☐	☒	☐
Landscaping	☐	☒	☐
Drainage	☐	☐	☒
River _____	☐	☒	☐
Stream Hudson Slough, Frarey Creek	☒	☐	☐
Storm Sewer	☐	☒	☐
Sanitary Sewer	☐	☒	☐
Right of Way	☒	☐	☐
Simple Acquisition	☒	☐	☐
Complex Acquisition	☐	☒	☐
Relocations	☐	☒	☐

	YES	NO	MAY
Right of Way (cont.) Improvements	☐	☐	☒
Access Control	☐	☒	☐
Railroad Crossing	☐	☒	☐
At Grade	☐	☒	☐
Separated	☐	☒	☐
Railroad Encroachment	☐	☒	☐
Permits	☒	☐	☐
Conditional Use	☐	☒	☐
Flood Plain	☒	☐	☐
Irrigation District	☐	☒	☐
Water District	☐	☒	☐
Drainage District	☐	☒	☐
Div. of State Lands	☒	☐	☐
Dept. of Geology & Min. Ind.	☐	☐	☒
Corps of Engineers	☒	☐	☐
Coast Guard	☒	☐	☐
DEQ NPS Air Pollution	☐	☐	☒
DEQ NPS Water Pollution	☐	☐	☒
Building	☐	☒	☐
Fish & Wildlife Approval	☒	☐	☐

3 - FEATURES (cont.)

	YES	NO	MAYBE		YES	NO	MAYBE
Agreements (City-County Etc.)	X			Hydraulics Study	X		
Environmental Assessment	X			Soils Investigation	X		
Statewide Assessment		X		Airport Clearance		■	
Negative Declaration	X			Economic Analysis		X	
Environmental Impact Statement		X		Requires Field Survey	X		
4-F Statement		X		Old Survey Available		X	
Citizen Advisory Committee		X		Requires Vicinity Map	X		
Public Hearing _____			X	Requires Photogrammetry		X	
Borrow Source			X	Requires Reconnaissance Survey			X
Material Source			X	Reconnaissance Available		X	
Utilities			X	Design Review	X		

Type _____

4 - WORK ITEMS

	TO BE PERFORMED BY APPLICANT	STATE	CONSULTANT
PRELIMINARY ENGINEERING			X
RIGHT–OF–WAY	X		
CONSTRUCTION ENGINEERING			X

5 - DURATION TIMES (MONTHS)

		FLOAT	ACTIVE
RECONNAISSANCE SURVEY		( )	N/A
DRAFT ENVIRONMENTAL IMPACT STATEMENT		( )	N/A
CORRIDOR APPROVAL		( )	N/A
FIELD SURVEY		( )	1.
PRELIMINARY DESIGN		( )	4.0
DESIGN APPROVAL/FINAL EIS		( )	4.0
RIGHT-OF-WAY DESCRIPTIONS		( )	1.0
RIGHT-OF-WAY ACQUISITION	(County)	( )	
P.S. & E. DOCUMENTS		( )	3

RECOMMENDED CONSTRUCTION DATE _____ (Region) _____ (Salem)

6 - SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING
Asphaltic Concrete	4"	
Crushed Rock Base	12"	

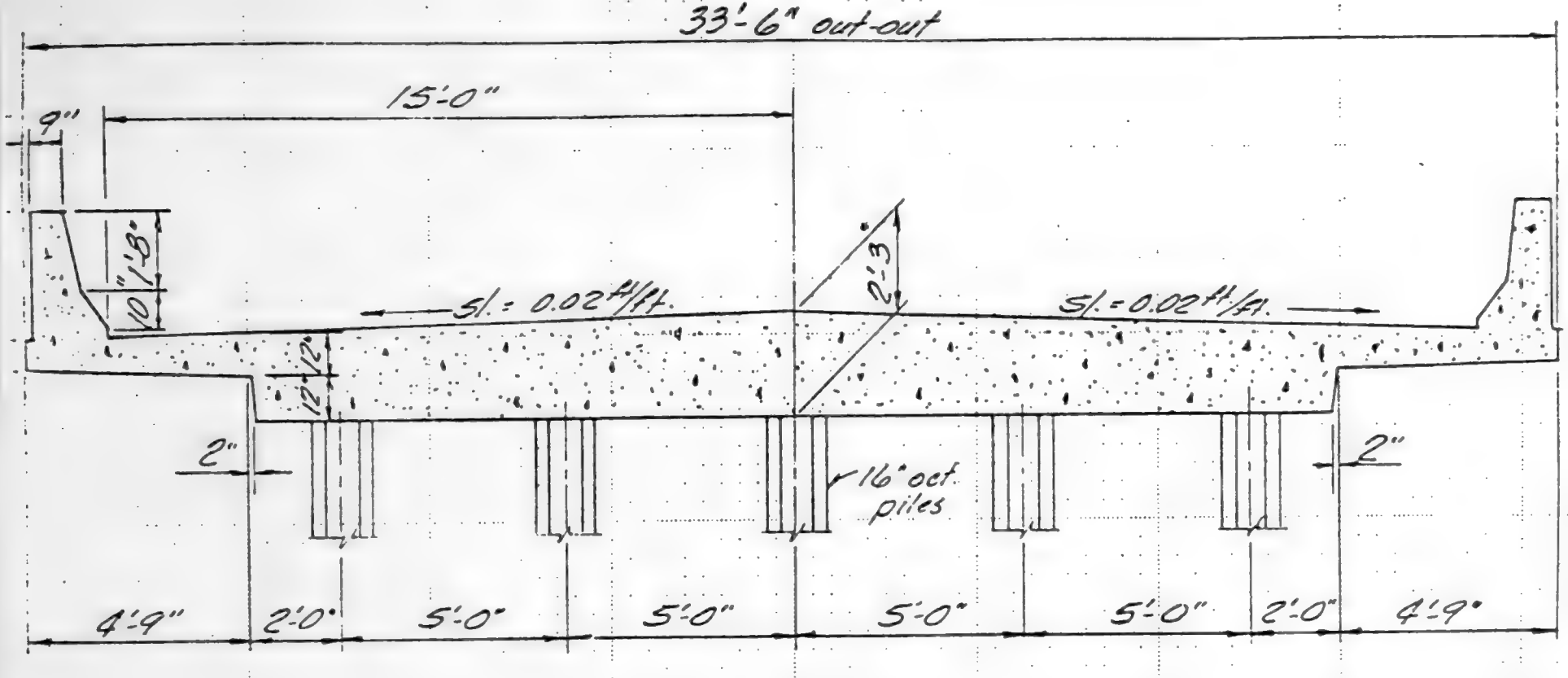
7 - TYPICAL SECTION AND LOCATION

Attach 8½ x 11 inch sheets for general location map and typical section (roadway & structure).

8 - PROJECT COST ESTIMATES

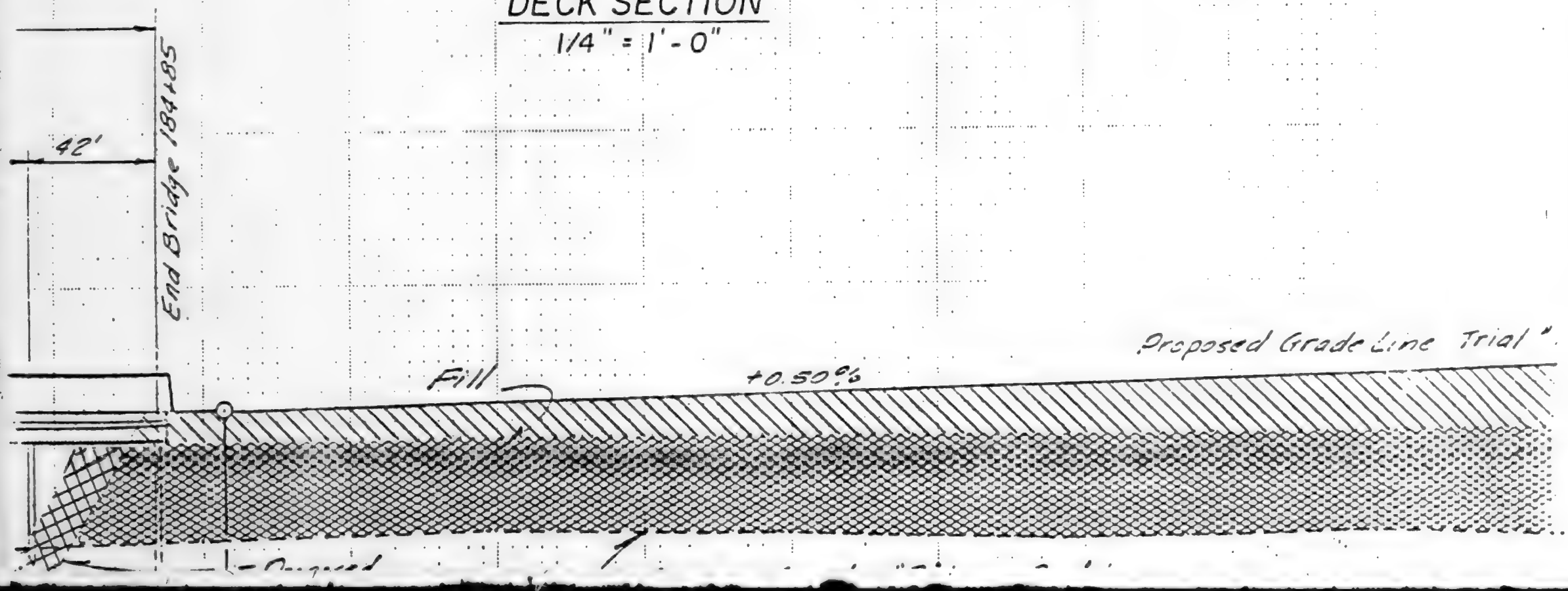
	REGION	SALEM
PRELIMINARY ENGINEERING		$ 10,200
RIGHT OF WAY		
TRAFFIC CONTROL		7,000
ILLUMINATION		
STRUCTURES	555,000	650,000
RAILROAD		
ROADWAY	296,000	296,000
OTHER Construction and preliminary engineering	102,000	
ENGINEERING & CONTINGENCIES		290,000
PROJECT TOTAL	$ 953,000	$1,253,200

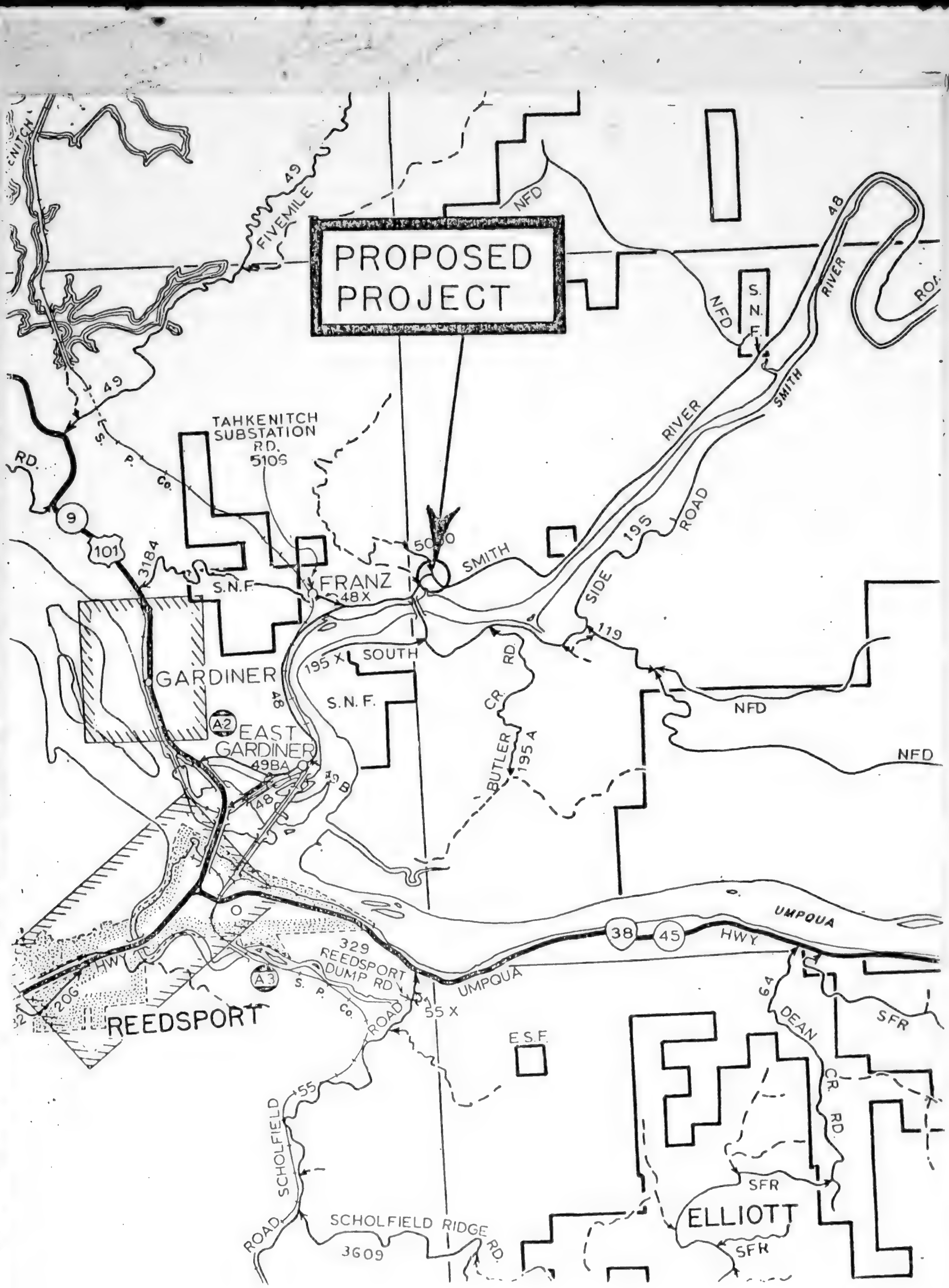
SUBMITTED BY _____



DECK SECTION

1/4" = 1'-0"




PROPOSED PROJECT
TAHKENITCH SUBSTATION RD. 5105
S. P. Co.
FIVEMILE
49
NFD
48
RIVER
ROAD
S. N. F.
SMITH
RIVER
SIDE
195
ROAD
9
101
3184
S.N.F.
FRANZ
48X
SMITH
119
SOUTH
195 X
GARDINER
S.N.F.
48
CR. RD.
NFD
A2
EAST GARDINER
49BA
49B
48
BUTLER
195A
NFD
UMPQUA
38
45
HWY.
HWY
20G
A3
329
REEDSPORT DUMP RD
S. P. Co.
ROAD
55 X
UMPQUA
REEDSPORT
E.S.F.
64
DEAN
SFR
CR. RD.
55
SCHOLFIELD
ROAD
SCHOLFIELD RIDGE RD.
3609
SFR
ELLIOTT
SFR

Form FHWA 121 (6/79)

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

THE OREGON DIVISION - Salem
UNITED STATES GOVERNMENT

memorandum

Subject: Oregon Project BROS-A409(-)
Hudson Slough Bridge
Douglas County

Date: May 12, 1980

From: G. L. Green, Division Administrator

Reply to Attn. of: HFO.3-OR

To: Mr. G. A. Potter, Manager, Environmental Section, OSHD

The subject project category request submitted with your April 23 letter has been reviewed.

From current information it appears the proposed project should be classified as Category 2, EA and FONSI. This must be reevaluated after the Assessment has been completed.

The proposed standards, design, and other specific details contained in the project category request will be subject to future reviews at the appropriate stage during project development.

G. L. Green

cc:
OSHD (E S Hunter, Tech Svcs)
OSHD (Reg 3, Env)

ENVIRONMENTAL SECTION
May 22, 1980

cc: D.H. Moehring
J.B. Boyd
L.E. George
W.J. Hart
C.T. Keasey
J.H. Versteeg
F.E. Terpin
Surfacing Design
B.L. Gifford
R.H. Prange
Alfred Shirley
Jack McCormick
Elliot Parker
Gerald Parker
Kay Turner
Don Keyes

PROJECT MANAGEMENT BRANCH
ASHE ☐ STE ☐
PLE ☐ RE ☐ PRE ☑
REFERRED TO HPR
FOR
FILE: PM FA LG.

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.: ENV 3

April 23, 1980

Glen L. Green
Division Administrator
Federal Highway Administration
The Equitable Center, Suite 100
530 Center Street, NE
Salem, OR 97310

RE: Project Category Request
Hudson Slough Bridge
County Road #48
Douglas County
BROS-A409(-)

Dear Mr. Green:

Attached is an environmental project category request for the subject project. It is our opinion that the project is appropriately classified as Category 2, requiring the preparation of an environmental assessment, and a Finding of No Significant Impact (FONSI), according to the new Council on Environmental Quality guidelines. Your concurrence is requested.

Very truly yours,
ORIGINAL SIGNED BY
GARY A. POTTER

Gary A. Potter, Manager
Environmental Section

GAP:ct

Attachments (3)

4/24 Bud/Jack
Note the revisions to this document imply several alternatives that will have to be examined for feasibility - also several things like CZM consistency for and wetlands determination need to be made. This should be brought to the attention of OBEC.
Gary Potter

ROSEBURG REGION
RECEIVED
APR 25 1980

RE	RME	RCE	ROE	TE
RDE	DES	RSR	RPA	RLE
ENV	FAB	RBI	SEC	

Form 734-3122

BROS-A 4096(

OREGON STATE HIGHWAY DIVISION
PROJECT CATEGORY REQUEST

A. Project Identification:

Date April 23, 1980

Section Hudson Slough Bridge
City _____ Hwy. No. _____
Highway County Road #48
Begin M.P. 4.0+ Length 0.25 mile
County Douglas
Program Estimate $953,000
Region III
Funding Source H.B.R.

(Attach Sketch Map)

B. Purpose, Need, and Description of Project (Describe Alternatives):

Replace substandard structure on poor alignment with new structure on improved alignment. This would improve traffic safety and shorten the road section between cannon points on the existing highway. Alternatives include the "no build" or replacing on/or near existing alignment. A design option is use of a trestle bent construction on the approaches instead of earth fill on the new alignment. Need stems from the defeciencies of the bridge and its curvy approaches given present traffic volumes and a high percentage of trucks.

C. Recommended Project Category and Documentation:

Project Category		Documentation
_____	1	Draft and Final EIS
XX	2	Environmental Assessment and Finding of No Significant Impact
_____	3	Categorical Exclusion

Other Documentation:

- [X] Wetlands Finding
- [X] Cultural Resource Survey
- [ ] Section 106 Procedures
- [X] Noise Study Report
- [ ] Indirect Source Construction Permit
- [ ] Section 4(f) Determination

Basis for Recommended Category:

Project should result in major improvement in traffic flow and safety, but alternatives on new alignment require the filling of estuarine lands (salt marsh) in the Smith River floodplain.

D. Descriptions:

	Existing Facility	Proposed Facility
Number of Traffic Lanes	2	2
Median (Yes/No)	No	No
Shoulders (Yes/No, Paved, Gravel)	No	Yes
Average Daily Traffic (Volume/Year)	960/1979	960/1979
Alignment (New, Combined, Existing)	Existing	New
Speeds (Posted/Estimated)	40	55

(11-16-79)

E. Preliminary Assessment of Enviromental Impacts:

1. Estimated Right-of-Way Impacts:

Acres	2±
Estimated Number of Parcels	2
Residential Relocation (No.)	0
Business Relocation (No.)	0

2. Estimated Impact on Land Use:

Potential filling of salt marsh (2± acres) if alternative is selected that required earth fill approaches. Consistency with the Coastal Zone Management Act will be evaluated. Indirect land use changes stemming from the project are not expected.

3. Estimated Impact on Traffic Volumes, Flow, Patterns, and Safety:

An alternative using a new alignment would shorten the distance between common termini, increase traffic speeds and should improve traffic safety by reducing roadway curvature and providing a wider bridge; traffic volumes and patterns would be unaffected.

4. Estimated Impact on Rivers, Stream, Wetlands, Rare or Endangered Species or Other Natural Ecological Resources:

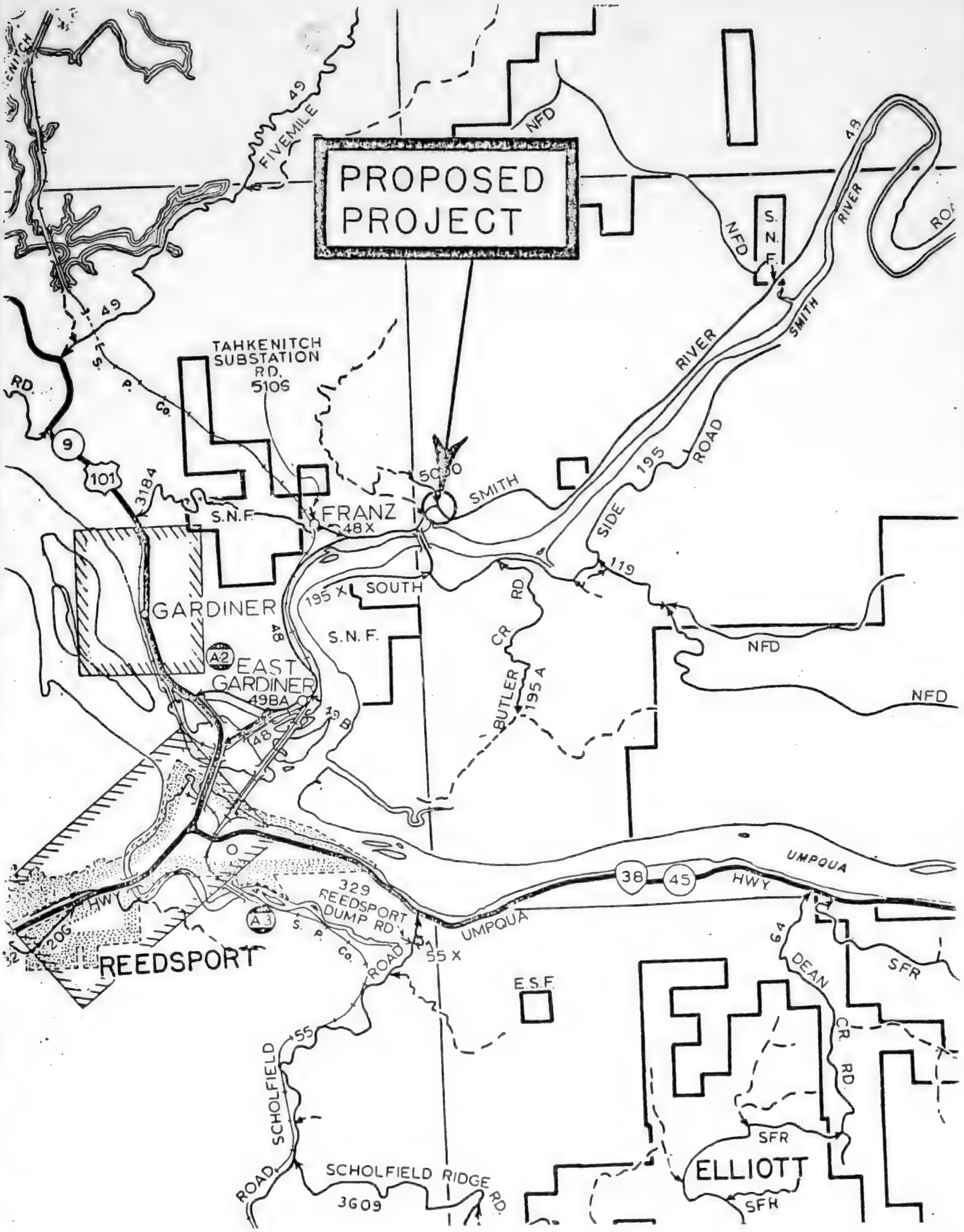
A new alignment alternative would require the filling of approximately 2± acres of salt marsh, a potentially significant impact. Potential effects on the floodplain hydrology are thought to be slight. The ecological impact of encroachment and/or elimination of the salt marsh acreage will be evaluated in the Environmental Assessment.

5. Estimated Impact on Parks, Historic Properties, or Other Cultural or Scenic Resources:

A new bridge would alter the scenic condition to varying degrees, depending on the alternative selected; significantly adverse effects are unlikely. There are no known parks or historic properties in the project area.

6. Preliminary Identification of Areas of Critical Concern and Controversial Issues:
   - Salt marsh encroachment
   - Traffic effeciency and safety
   - Project cost

Name of Preparer and Phone Number: Cam Gilmour 378-8486


PROPOSED PROJECT
TAHKENITCH
49
FIVEMILE
NFD
49
TAHKENITCH SUBSTATION RD. 5105
S.P. Co.
RD.
9
101
3184
S.N.F.
FRANZ
48X
50 30
SMITH
RIVER
SMITH
SIDE
195
ROAD
119
S.N.F.
NFD
RIVER
ROAD
GARDINER
48
A2
EAST GARDINER
49BA
48
19 B
195 X
SOUTH
S.N.F.
CR.
BUTLER
195 A
NFD
NFD
UMPQUA
38
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HWY
UMPQUA
HWY
20G
32
A3
329 REEDSPORT DUMP RD.
S.P. Co.
ROAD
55 X
REEDSPORT
E.S.F.
64
DEAN
CR. RD.
SFR
SFR
ELLIOTT
SFR
55
SCHOLFIELD
ROAD
SCHOLFIELD RIDGE RD.
3609

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Intergovernmental Relations Division
Room 306, State Library Building
Salem, Oregon 97310, Phone: 378-3732
Toll Free Number - 1-800-452-7813

STATE A-95 REVIEW CONCLUSIONS

APPLICANT: OR DOT HWY DIV

PROJECT TITLE: Fiddle Creek Bridges

DATE: April 23, 1980

The state has reviewed your project and reached the following conclusions:

[X] No significant conflict with the plans, policies or programs of state government have been identified ~~and your proposal is considered as presented.~~

[X] Relevant comments of state agencies are attached and should be considered in the final design of your proposal.

[ ] Potential conflicts with the plans and programs of the state agency(s) have been satisfactorily resolved. No significant issues remain.

[ ] Significant conflicts with the plans, policies or programs of state government have been identified and remain unresolved. The final proposal has been reviewed and the final comments and recommendations of the state are attached.

Attachment

cc: G.L. Green
H.S. Coulter
F.E. Terpin
J.B. Boyd
J.H. Versteeg
Gary Potter
W.J. Hart
Aeronautics Division
B.L. Gifford
(3) Reg. Engr.: A. Shirley
(5) Dist. Engr: L.R. Asburry

NOTICE TO FEDERAL AGENCY

The following is the officially assigned State Identifier Number:

8002 2 500

This number should be used on all correspondence and particularly on SF 240 as required by OMB A-98.

ROSEBURG REGION
RECEIVED
APR 25 1980

CE	RME	RCE	ROE	TE
DE	DES	RSR	RPR	RLE
ENV	FAE	RBI	SEC	

BEN GIFFORD

A copy of this notification and attachments, if any, must accompany your application to the federal agency as required by OMB A-95. Comments of the appropriate local reviewing agencies will be submitted to you separately and must also be included.

PNRS #2

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Intergovernmental Relations Division
306 State Library Building, Salem, Oregon
Phone: 378-3732 97310

APR 23

PNRS STATE REVIEW

Project #: 8002-2-500 Return Date: MAR 21 1980

HOUSING REVIEW

THE REVIEW PROCESS IS DIFFERENT FOR THESE PROJECTS

(a) Information from applications for assistance under the HUD housing program is forwarded to the Clearinghouse by HUD. Federal processing continues while review is being conducted.

(b) Review comments should reflect consistancy with plans and programs as well as environmental concerns.

(c) Please notify us immediately if you are unable to respond by the return date. If no response is received it will be assumed that you have no comment and the file will be closed

PROGRAM		ENVIRONMENT
( )	It has no significant effect.	( )
(X)	Effects, although measurable, would be acceptable	( )
( )	It has no adverse effect	( )
( )	It has adverse effects. (Explain in Remarks Section)	( )
( )	We are interested but require more information (explain in remarks section)	( )
(X)	Additional comments for project improvement.	( )

REMARKS

BY: James A. Knuth
Environmental Management Section 4/21/80

The Oregon Department of Fish and Wildlife has no objection to the Fiddle Creek Bridges Project in Lane County provided the following conditions are observed during construction:

1) Work is confined to the low flow period of July 1 to September 31.

2) Bank disturbance is kept to a minimum and exposed soils are revegetated as soon as possible.

3) Adequate measures are taken to minimize turbidities which could arise during construction.

4) No pollutants of any type are allowed to enter the waterway (e.g. petroleum products, fresh concrete, etc).

5) All project debris is removed from the stream.

6) The small gravel bar under bridge three is not disturbed.

7) The project is coordinated with Jerry Macleod, district fish biologist, during the planning and implementation phases.

Mr. Macleod can be contacted at 2625 Highway 101, Florence, Oregon 97439, telephone number 997-7366.

We appreciate the opportunity to review and comment on this project.

cc: Jerry Macleod
bc: Jim Fessler
Brent Forsberg

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Intergovernmental Relations Division
306 State Library Building, Salem, Oregon
Phone: 378-3732 97310

RECEIVED
FEB 26 1980
DIVISION OF STATE LANDS

PNRS STATE REVIEW

Project #: 8002 [illegible] Return Date: [illegible] 1980

HOUSING REVIEW

THE REVIEW PROCESS IS DIFFERENT FOR THESE PROJECTS

(a) Information from applications for assistance under the HUD housing program is forwarded to the Clearinghouse by HUD. Federal processing continues while review is being conducted.

(b) Review comments should reflect consistancy with plans and programs as well as environmental concerns.

(c) Please notify us immediately if you are unable to respond by the return date. If no response is received it will be assumed that you have no comment and the file will be closed

---

PROGRAM ENVIRONMENT

( ) ----------It has no significant effect.----------( )

( ) --------Effects, although measurable, would be acceptable-------( )

( ) ----------It has no adverse effect----------( )

( ) ----------It has adverse effects.----------( )
(Explain in Remarks Section)

( ) ----------We are interested but require more information-------( )
(explain in remarks section)

If the project would require the removal, fill or alteration of 50 cubic yards or more of material within the banks of the waterway(s), we urge the applicant to apply for state fill or removal permits well in advance of construction deadlines to prevent unnecessary project delays. Specific information on the need for permits may be obtained from the Division of State Lands' office at 1445 State Street, Salem, OR 97310. Phone 378-3805.

Thank you for the opportunity to comment on this project.

HS15(2)-1

7421

Form E-3[illegible] (Rev. 3-71)

OREGON STATE HIGHWAY DIVISION

AUTHORITY FOR SURVEY

Section Hudson Slough Bridge HBR(C) Date April 15, 1980

Highway Smith River Rd. #48 FAS #A409 Authorization No. 1

County Douglas Survey Prefix 510-1993 (Assigned by Salem office)

Description of termini, route, length, etc.:

Westerly termini is MP 3.2. Easterly termini is MP 3.5. Length is 1300' +-. Smith River Rd., Douglas County #48. FAS #A409.

Env. Act 2

BRS-A409(2)

7-1-80

Purpose of survey: To monitor the field survey and review plans, specifications and estimates developed for a bridge replacement contract. The preliminary engineering will be accomplished by a consulting firm. Estimated Const. Cost, $953,000

Estimate of Costs:

Resident Engineer	(901)	$1,000	Specifications	(921)	1,200
Final Design	(905)	1,500	Adm. Serv. (Eng.)	(922)	100
Soils & Geology	(910)	700	Environmental	(923)	300
Traffic	(911)	200	Foundation Exploration	(926)	2,600
Recon. & Hydrology	(918)	1,000	Free Br. Design to Co.	(927)	1,500
Project Management	(920)	100	Payment to Local Govt	(903)	2,000 6-11
			Payment to Consultant	(904)	38,000 6-11

Approved 2-19-80

INSTRUCTIONS

Submit four copies to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Regional Engineer and one copy to the Resident Engineer.

This form does not constitute authority for making survey until approved and returned.

Submit separate order for each survey.

RECEIVED JUN 27 1980 LOCATION SECTION

Total estimated cost of survey . . 50,200 . ~~$10,200~~ 6-11

Previous authorization . . . . . .

Additional authorization requested . . . . .

Additional authorization approved (Salem) . .

Total all authorizations approved (Salem) . .

Requests made by: R E Kalitz
Field Engineer

Recommended for Approval:
Regional Engineer

Recommended for Approval:
Frank E. Perkins
Location Engineer

Approved:
Assistant State Highway Engineer

SP*23604-734

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.: ENV 3

April 15, 1980

Glen L. Green
Division Administrator
Federal Highway Administration
The Equitable Center Suite 100
530 Center St NE
Salem, OR 97301

NOTED
E. S. HUNTER

RE: Hudson Slough Bridge
County Road #48
Douglas County
BROS-A409(-)

Dear Mr. Green:

Based upon your letter of April 14, 1980, suggesting the category of the subject project be reconsidered, I request that the project be classified as Category 2, requiring the preparation of a draft assessment and Finding of No Significant Impact (FONSI).

Your concurrence is requested.

Very truly yours,

ORIGINAL SIGNED BY
GARY A. POTTER

Gary A. Potter, Manager
Environmental Section

GAP:ct

Attachments

RECEIVED
TECHNICAL SERVICES
APR 16 '80
REFER TO
FOR
Info | Inves | R/D | S R | ign | Act | File

Form 734-3122

Form FHWA 121 (6/79)

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

THE OREGON DIVISION - SALEM
UNITED STATES GOVERNMENT

memorandum

Subject: Oregon Project BRS-A409(-)
Hudson Slough Bridge
County Rd 48, Douglas County
(Your ltr, 2-25-80)

Date: April 14, 1980

From: G. L. Green, Division Administrator

Reply to Attn. of: HFO.3-OR

To: Mr. Gary A. Potter, Mgr, Environmental Section
Oregon State Highway Division

You requested concurrence that the subject project be classified in Category 3, Categorical Exclusion.

The assessment prepared by the consultant does not adequately describe the proposed project; therefore I am unable to evaluate the environmental impacts and subsequent classification.

I understand the proposed structure will be on new alignment and that causeway and structure plans require crossing a large estuary. If so, the classification should be reconsidered.

For G. L. Green

cc:
OSHD (Mr Hunter, Tech Svcs)
OSHD (Region 3)

OREGON STATE HIGHWAY DIVISION
PROJECT CATEGORY REQUEST

BROS-A409(-)

A. Project Identification:

Date February 25, 1980

Section Hudson Slough Bridge — City _____ Hwy. No. _____

Highway County Road #48 — Begin M.P. 4.0± — Length 0.25 mi.

County Douglas — Program Estimate $953,000

Region III — Funding Source H.B.R.

(Attach Sketch Map)

B. Purpose, Need, and Description of Project (Describe Alternatives):

Replace substandard structure on poor alignment with new structure on improved alignment. To increase highway safety.

Alternative is "no build" or replace on/near existing alignment.

C. Recommended Project Category and Documentation

Project Category	Documentation
_____1	Draft and Final EIS
_____2	Environmental Assessment and Finding of No Significant Impact
x 3	Categorical Exclusion

Other Documentation:

- ☐ Wetlands Finding
- ☐ Cultural Resource Survey
- ☐ Section 106 Procedures
- ☒ Noise Study Report
- ☐ Indirect Source Construction Permit
- ☐ Section 4(f) Determination

Basis for Recommended Category:

Improvement/betterment only 700' from existing bridge alignment.

D. Descriptions:

	Existing Facility	Proposed Facility
Number of Traffic Lanes	2	2
Median (Yes/No)	No	No
Shoulders (Yes/No, Paved, Gravel)	No	Yes
Average Daily Traffic (Volume/Year)	960/1979	960/1979
Alignment (New, Combined, Existing)	Existing	New
Speeds (Posted/Estimated)	40	55

(11-16-79)

E. Preliminary Assessment of Enviromental Impacts:

1. Estimated Right-of-Way Impacts:

Acres	1.7
Estimated Number of Parcels	2
Residential Relocation (No.)	0
Business Relocation (No.)	0

2. Estimated Impact on Land Use:

Little or none-lands uncultivated and not used.

3. Estimated Impact on Traffic Volumes, Flow, Patterns, and Safety:

Little impact on volume. Major improvement in flow and safety.

4. Estimated Impact on Rivers, Stream, Wetlands, Rare or Endangered Species or Other Natural Ecological Resources:

No significant impacts.

5. Estimated Impact on Parks, Historic Properties, or Other Cultural or Scenic Resources:

No impact.

6. Preliminary Identification of Areas of Critical Concern and Controversial Issues:

None. No problem anticipated
with Coast Guard approval.

Name of Preparer and Phone Number: W. Palmateer 746-9673

9461

April 10, 1980

AGR 4

MISC. CONTRACTS and
AGREEMENTS No. 7265

Board of County Commissioners
Douglas County Courthouse
Roseburg, OR 97470

Attention: Doris Wadsworth
County Clerk

Gentlemen:

Attached for your records is a fully executed copy of an agreement for replacement of the Hudson Slough (Smith River Road) Bridge.

We have retained a fully executed copy of this agreement for the Transportation Commission's files.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

FKN/gnk

Attachment

bc: Don Harwell
(agree. attached)

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Intergovernmental Relations Division
Room 306, State Library Building
Salem, Oregon 97310, Phone: 378-3732
Toll Free Number - 1-800-452-7813

RECEIVED
STATE HWY ENGR
APR 8'80
REFER TO
FOR
Info | Instr | R/D | D/R | Sign | Act | File

STATE A-95 REVIEW CONCLUSIONS

APPLICANT: OR DOT HWY DIV

PROJECT TITLE: Hudson Slough Bridge

DATE: April 7, 1980

The state has reviewed your project and reached the following conclusions:

[X] No significant conflict with the plans, policies or programs of state government have been identified ~~and your proposal is endorsed as presented~~

[X] Relevant comments of state agencies are attached and should be considered in the final design of your proposal.

[ ] Potential conflicts with the plans and programs of the state agency(s) have been satisfactorily resolved. No significant issues remain.

[ ] Significant conflicts with the plans, policies or programs of state government have been identified and remain unresolved. The final proposal has been reviewed and the final comments and recommendations of the state are attached.

Attachment

cc: G.L. Green
H.S. Coulter ✓
F.E. Terpin
J.B. Boyd
J.H. Versteeg
Gary Potter
W.J. Hart
Aeronautics Division
Reg. Engr.:(3) A. Shirley
Dist. Engr:(6) J.C. McCormick

NOTICE TO FEDERAL AGENCY

The following is the officially assigned State Identifier Number:

8003 2 030

This number should be used on all correspondence and particularly on SF 240 as required by OMB A-98.

H. S. COULTER

BEN GIFFORD

A copy of this notification and attachments, if any, must accompany your application to the federal agency as required by OMB A-95. Comments of the appropriate local reviewing agencies will be submitted to you separately and must also be included.

PNRS #2

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Intergovernmental Relations Division
155 Cottage ST SE
Salem, Oregon 97310, Phone: 378-3732

P N R S STATE REVIEW

Project #: 8003 2 030 Due Date: 3-28-80

To Agency Addressed: If you intend to comment but cannot respond by the return date, please notify us immediately. If no response is received by the due date, it will be assumed that you have no comment and the file will be closed

---

PROGRAM REVIEW AND COMMENT

To State Clearinghouse: We have reviewed the subject Notice and have reached the following conclusions on its relationship to our plans and programs:

( ) It has no adverse effect.

( ) We have no comment.

( ) Effects, although measurable, would be acceptable.

( ) It has adverse effects. (Explain in Remarks Section)

( ) We are interested but require more information to evaluate the proposal. (Explain in Remarks Section)

(X) Please coordinate the implementation of the proposal with us.

(X) Additional comments for project improvement. (Attach if necessary)

REMARKS (Please type or print legibly)

Agency Fish & Wildlife By James A. Kenton
Environmental Management Section

PNRS 8003-2-030

The Oregon Department of Fish and Wildlife is concerned about the environmental impacts of the Hudson Slough Bridge Project in Douglas County.

Preliminary Assessment of Environmental Impacts section of the project notice indicates (Item 4) there will be no significant impact on rivers, streams, wetlands...or other natural resources, and (Item 6) there are no areas of critical concern or controversial issues involved with the project.

It appears that this project will include the filling of a tidal marsh. Filling of a tidal wetland is a controversial issue and does have significant environmental impact. The project will require permits from the Oregon Division of State Lands and the U. S. Army Corps of Engineers.

We will offer specific comments during the U. S. Army Corps of Engineers and Oregon Division of State Lands permit review process.

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Dept. of Environmental Quality
RECEIVED
MAR 04 1980

Intergovernmental Relations Division
Room 306, State Library Building
Salem, Oregon 97310, Phone: 378-3732

P N R S STATE REVIEW

Project #: 8003 2 030 Due Date: MAR 28 1980

To Agency Addressed: If you intend to comment but cannot respond by the return date, please notify us immediately. If no response is received by the due date, it will be assumed that you have no comment and the file will be closed

---

PROGRAM REVIEW AND COMMENT

To State Clearinghouse: We have reviewed the subject Notice and have reached the following conclusions on its relationship to our plans and programs:

( ) It has no adverse effect.

*(✓) We have no comment.

( ) Effects, although measurable, would be acceptable.

( ) It has adverse effects. (Explain in Remarks Section)

( ) We are interested but require more information to evaluate the proposal. (Explain in Remarks Section)

( ) Please coordinate the implementation of the proposal with us.

( ) Additional comments for project improvement. (Attach if necessary)

REMARKS (Please type or print legibly)

*see attached 3/26/80 letter.
Bob Jackman

Agency DEQ By Howard W. Harris, Air Qual.
and Bob Jackman for Nam Jette, Noise Control

VICTOR ATIYEH
GOVERNOR

Department of Transportation

HIGHWAY DIVISION

TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO 6-5

February 26, 1980

TO Executive Department
Federal Aid Coordination Unit

Umpqua Regional Council of Governments
Room 101, Courthouse
Roseburg, Oregon 97470

FROM D. E. Swan
Operation Programming Engineer

NOTED
H. S. COULTER

SUBJECT Notice of Intent for Federal Aid Funds
State Admin. Dist. No. 6
Section: Hudson Slough Bridge
Highway: County Rd. #48
County: Douglas

In accordance with Executive Memorandum 02-270-20, attached are copies of the Notices of Intent for the subject project.

Early programming of this project for advance planning in anticipation of future construction is necessary; therefore, your prompt attention to this proposal will be appreciated.

Allowing time for your review, we estimate the date of filing for federal aid funds on this project to be March 28, 1980.

BLG:dmc
Attachments
cc: G. L. Green, FHWA
H. S. Coulter ✓
F. E. Terpin
J. B. Boyd (2)
J. H. Versteeg (3)
Gary Potter
W. J. Hart
Reg. 3 Engr: A. Shirley
Dis. 6 Engr: J. C. McCormick
Aeronautics Division
David Powers, Parks
B. L. Gifford

RECEIVED
STATE HWY ENGR
MAR 3'80
REFER TO
FOR
Info | Invest | R/D | D/R | Sign | Act | File

Form 734-2122

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

NOTIFICATION OF INTENT TO APPLY FOR FEDERAL AID

	For Internal Use Only	1-8] PNRS #	Page One

02	12] APPLICANT: Department of Transportation [45	46] DIVISION: Highway [79					
03	12] APPLICANT ADDRESS STREET: Transportation Building [45	46] CITY: Salem [60			76] ZIP: 97310 [80		
04	12] CONTACT PERSON: D. H. Moehring [45	46] AREA CODE: 503 [48	49] PHONE: 378 [55	56] EXTENSION: 6563 [59			
01	12] PROJECT TITLE: Hudson Slough Bridge [71						
11	12] PROJECT LOCATION—CITY: County Rd. #48	PROJECT LOCATION—COUNTY: Douglas	PROJECT LOCATION [79 SEC: T: R:				
05	SUMMARY PROJECT DESCRIPTION (ATTACH SUPPORTING DOCUMENTS AS NECESSARY—SEE INSTRUCTIONS ON BACK) Replace substandard structure on poor alignment with new structure on improved						
06	12] alignment. To increase highway safety. [71						
07	12] Alternative is "no build" or replace on/near existing alignment. [71						
08	12] [71						
09	12] [71						
10	12] [71						

12	AMOUNT REQUESTED—FEDERAL FUNDS		NON-FEDERAL MATCHING FUNDS		OTHER	TOTAL			
	12] (A) Grant [19	20] (B) Other [27	28] (C) State [35	36] (D) Local [43	44] (E) FUNDS [51	52] (F) FUNDS [60			
	762,400	--------	-------	190,600	------	953,000			
13	12] TYPE OF OTHER FEDERAL FUNDS (See 12B) [45		46] TYPE OF OTHER NON-FEDERAL FUNDS (See 12E) [79						
14	12] FEDERAL PROGRAM TITLE: Title 23 USC Highways [71								
15	12] FEDERAL AGENCY NAME: U. S. Department of Transportation [45		46] FEDERAL SUB-AGENCY NAME: FHWA [79						

17 **(A) TYPE OF APPLICANT:** (Check (X) the single most applicable box)

STATE	INTER-STATE	COUNTY	CITY	SCHOOL DISTRICT	SPECIAL DISTRICT	COMMUNITY ACTION	SPONSORED ORGANIZATION	OTHER
[X] 12	[ ] 13	[ ] 14	[ ] 15	[ ] 16	[ ] 17	[ ] 18	[ ] 19	[ ] 20

(B) TYPE OF ACTION: (Check (X) as many boxes as apply to this action)

NEW GRANT	CONT. GRANT	SUPPL'T GRANT	INCREASE DURATION	DECREASE DURATION	CANCELLATION	INCREASE DOLLARS	DECREASE DOLLARS
[X] 21	[ ] 22	[ ] 23	[ ] 24	[ ] 25	[ ] 26	[ ] 27	[ ] 28

(C) HAS DISTRICT CLEARINGHOUSE BEEN NOTIFIED?			(D) REVIEW REQUIRED by A-95		(E) ENVIRONMENTAL IMPACT		(F) HOUSING RELOCATION REQUIRED	
Yes	No		Yes	No	Yes	No	Yes	No
[XX] 29	[ ] 30	Date: 2-26-80	[X] 31	[ ] 32	[ ] 33	[XX] 34	[ ] 35	[XX] 36

(G) ESTIMATED APPLICATION FILING DATE:	41] MONTH [42	43] DAY [44	45] YEAR [46
	March	28	1980

ADDITIONAL INFORMATION—ALL APPLICANTS

I. A. Is the project consistent with the city or county comprehensive plan, zoning and subdivision ordinance? No ☐ Yes ☒

I. B. Is the proposal consistent with statewide land use goals? No ☐ Yes ☒

I. C. Is the proposal consistent with state and regional plans? No ☐ Yes ☒

II. Will the project have an impact on a neighboring jurisdiction? No ☒ Yes ☐

If so, is the project consistent with the comprehensive plan for that jurisdiction? No ☐ Yes ☐

III. Explain deviations if any, from pertinent plans.

IV. Federal Catalog number (or Public Law no. and title) 20.205 Highway Planning & Construction

V. Has funding agency been notified? No ☐ Yes ☒ Date: 2-26-80

VI. If project includes state funds (12C), identify agency ----------

STATE AGENCIES ONLY

VIII. (a) IS PROGRAM BUDGETED ☐ NON-BUDGETED ☐

(b) STATE SHARE

GENERAL FUND CASH	OTHER FUND CASH	IN KIND
$_____	$_____	$_____

(c) FUNDING METHOD

	FEDERAL SHARE	STATE SHARE	TOTAL
First Year	%____ $_____	%____ $_____	%____ $_____
Second Year	%____ $_____	%____ $_____	%____ $_____
Third Year	%____ $_____	%____ $_____	%____ $_____

(d) WILL PROGRAM REQUIRE HIRING OF NEW STATE EMPLOYEES? No ☐ Yes ☐ Number _____

(e) Will accounting for this grant be administered by the Executive Dept. Accounting Division? Yes ☐ No ☐

PLEASE ATTACH ANY ADDITIONAL NARRATIVE OR REMARKS

This is a Category 3 Project of Categorical Exclusion according to the new environmental quality guidelines.

OREGON STATE HIGHWAY DIVISION
PROJECT CATEGORY REQUEST

BROS-A409(-)

A. Project Identification:

Section Hudson Slough Bridge
Highway County Road #48
County Douglas
Region III
(Attach Sketch Map)

Date February 25, 1980
City _____ Hwy. No. _____
Begin M.P. 4.0± Length 0.25 mi.
Program Estimate $953,000
Funding Source H.B.R.

B. Purpose, Need, and Description of Project (Describe Alternatives):

Replace substandard structure on poor alignment with new structure on improved alignment. To increase highway safety.

Alternative is "no build" or replace on/near existing alignment.

C. Recommended Project Category and Documentation:

Project Category	Documentation
1	Draft and Final EIS
2	Environmental Assessment and Finding of No Significant Impact
x 3	Categorical Exclusion

Other Documentation:

- ☐ Wetlands Finding
- ☐ Cultural Resource Survey
- ☐ Section 106 Procedures
- ☒ Noise Study Report
- ☐ Indirect Source Construction Permit
- ☐ Section 4(f) Determination

Basis for Recommended Category:

Improvement/betterment only 700' from existing bridge alignment.

D. Descriptions:

	Existing Facility	Proposed Facility
Number of Traffic Lanes	2	2
Median (Yes/No)	No	No
Shoulders (Yes/No, Paved, Gravel)	No	Yes
Average Daily Traffic (Volume/Year)	960/1979	960/1979
Alignment (New, Combined, Existing)	Existing	New
Speeds (Posted/Estimated)	40	55

(11-16-79)

E. Preliminary Assessment of Environmental Impacts:

1. Estimated Right-of-Way Impacts:

Acres	1.7
Estimated Number of Parcels	2
Residential Relocation (No.)	0
Business Relocation (No.)	0

2. Estimated Impact on Land Use:

Little or none-lands uncultivated and not used.

3. Estimated Impact on Traffic Volumes, Flow, Patterns, and Safety:

Little impact on volume. Major improvement in flow and safety.

4. Estimated Impact on Rivers, Stream, Wetlands, Rare or Endangered Species or Other Natural Ecological Resources:

No significant impacts.

5. Estimated Impact on Parks, Historic Properties, or Other Cultural or Scenic Resources:

No impact.

6. Preliminary Identification of Areas of Critical Concern and Controversial Issues:

None.
with Coast Guard approval.

No problem anticipated

Name of Preparer and Phone Number: W. Palmateer 746-9673

E. Preliminary Assessment of Enviromental Impacts:

1. Estimated Right-of-Way Impacts:

Acres	1.7
Estimated Number of Parcels	2
Residential Relocation (No.)	0
Business Relocation (No.)	0

2. Estimated Impact on Land Use:

Little or none-lands uncultivated and not used.

3. Estimated Impact on Traffic Volumes, Flow, Patterns, and Safety:

Little impact on volume. Major improvement in flow and safety.

4. Estimated Impact on Rivers, Stream, Wetlands, Rare or Endangered Species or Other Natural Ecological Resources:

No significant impacts.

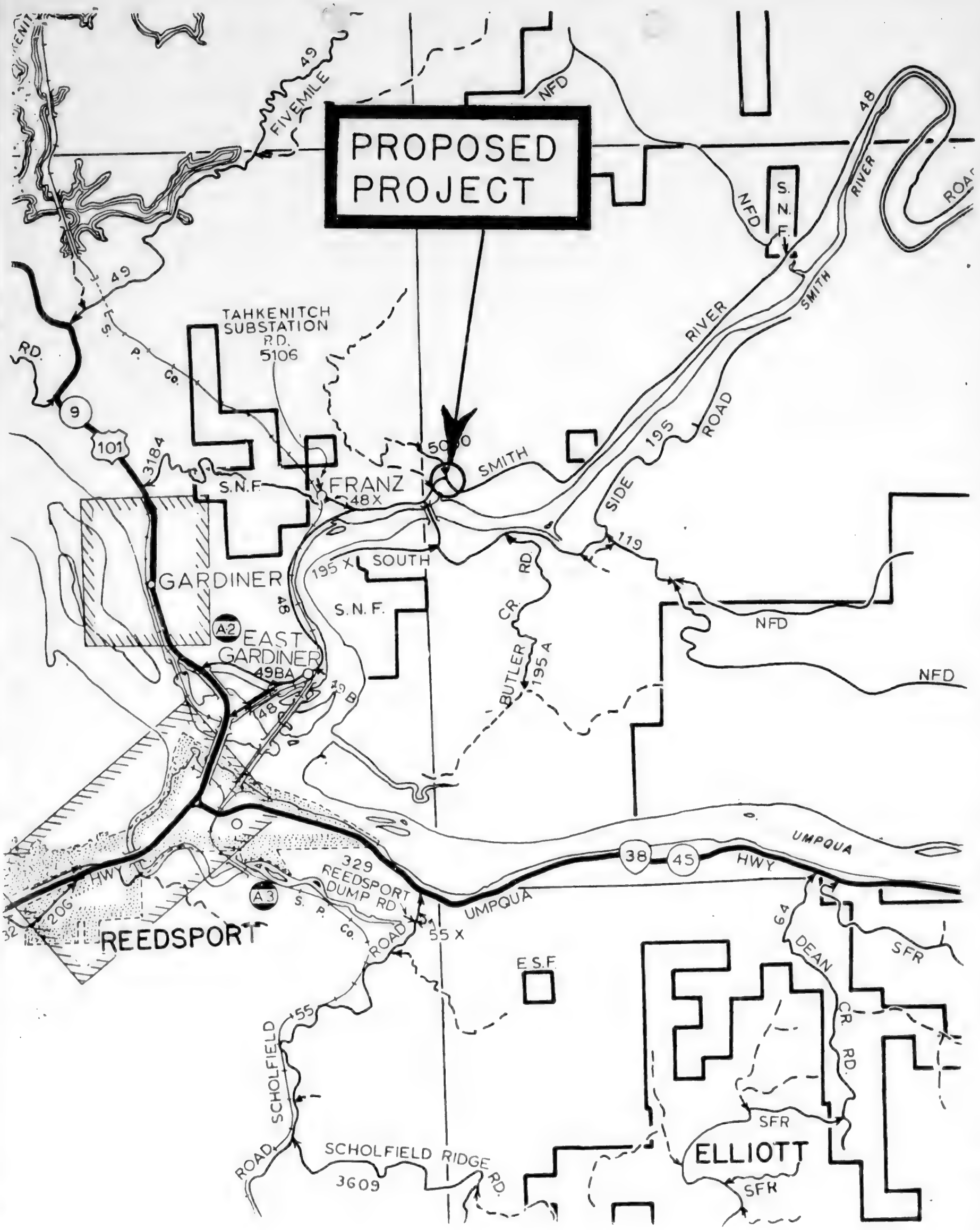
5. Estimated Impact on Parks, Historic Properties, or Other Cultural or Scenic Resources:

No impact.

6. Preliminary Identification of Areas of Critical Concern and Controversial Issues:

None. No problem anticipated
with Coast Guard approval.

Name of Preparer and Phone Number: W. Palmateer 746-9673


PROPOSED PROJECT
FIVEMILE
49
NFD
48
RIVER
ROAD
S.N.F.
TAHKENITCH SUBSTATION
R.D. 5106
S. P. Co.
RD.
9
101
3184
SMITH
RIVER
195
ROAD
SIDE
119
FRANZ
48X
S.N.F.
GARDINER
A-2
EAST GARDINER
49BA
48
49B
195X
SOUTH
RD.
CR.
BUTLER
195A
NFD
NFD
UMPQUA
38
45
HWY
HWY
101
329
REEDSPORT DUMP RD
A3
S. P. Co.
ROAD
55X
REEDSPORT
E.S.F.
64
DEAN
CR. RD.
SFR
SFR
ELLIOTT
SFR
55
SCHOLFIELD ROAD
SCHOLFIELD RIDGE RD.
3609

9461

DATE: February 6, 1980 PLA 14-2

TO: OREGON TRANSPORTATION COMMISSION

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Bridge Replacement Project Request

On the Consent Calendar for the February 19 meeting will be one request for approval of a Bridge Replacement Project.

A $953,000 project to replace the structure over Hudson Slough on Smith River Road in Douglas County.

Federal Funds for this project are estimated at $762,400 with the Local Government funds providing approximately $190,600 in match funds. This project will be constructed as money becomes available under The Bridge Replacement Program.

The project has been investigated and is eligible for funding under the Highway Bridge Replacement Program.

I recommend your approval and request authorization to sign the necessary agreements for and on your behalf.

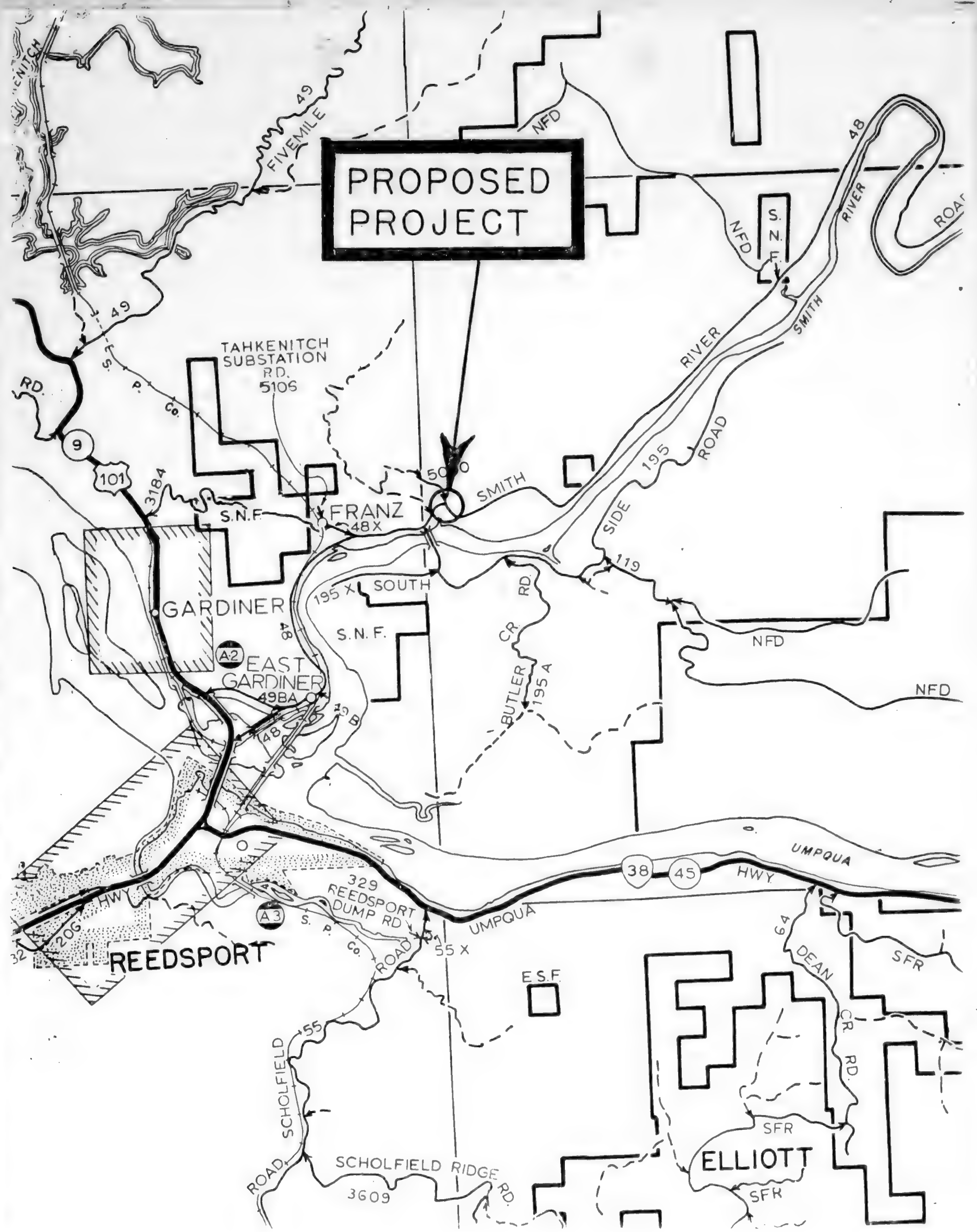
Attachment

FFH:bke

PROPOSED HIGHWAY BRIDGE REPLACEMENT PROJECT

Douglas County is requesting a $953,000 project for Preliminary Engineering and Construction of a 375-foot pile trestle structure and approaches over Hudson Slough on Smith River Road. The project will develop the environmental statement and provide plans and contract documents for replacement of the existing timber structure. The County will perform the Preliminary and Construction engineering work. The 20 percent local match will be provided by Douglas County.

Region 3 and this office investigated the proposed project confirming its validity and financing utilizing Highway Bridge Replacement funds.


PROPOSED PROJECT
TAHKENITCH
FIVEMILE
49
NFD
48
S.N.F.
RIVER
ROAD
SMITH
TAHKENITCH SUBSTATION RD. 5105
S.P. Co.
9
101
3184
S.N.F.
FRANZ
48X
50
SIDE
195
119
SOUTH
195 X
GARDINER
A2
EAST GARDINER
49BA
48
19 B
CR. RD.
BUTLER
195 A
NFD
UMPQUA
38
45
HWY.
329 REEDSPORT DUMP RD
A3
S. P. Co. ROAD
55 X
20G
32
REEDSPORT
E.S.F.
64
DEAN
CR. RD.
SFR
ELLIOTT
SCHOLFIELD ROAD
55
SCHOLFIELD RIDGE RD.
3609

7451

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Region 3

P.O. BOX 1128, ROSEBURG, OREGON 97470 PHONE [illegible] 440-3399

Mr. James F. Gosson, P.E.
Acting Director of Public Works
Douglas County
1036 S.E. Douglas Street
Roseburg, OR 97470

December 28, 1979

In Reply Refer to File No: PRO 6

Dear Jim:

This will acknowledge receipt of your HBR project request for the Hudson Slough Bridge replacement on Smith River Road. Also acknowledged is a copy of the Project Category Request.

By copy of this letter I am forwarding these documents to the Project Management Section in Salem for further processing.

We will keep you informed as to the progress of this project.

Cordially,

ALFRED SHIRLEY, JR.
Regional Engineer

ORIGINAL SIGNED BY JACK AYRES
REGIONAL FEDERAL AID ENGINEER
By JACK AYRES
Regional Federal-Aid Engineer

ja/cp

cc: D.H. Moehring
Walt Hart
G. Potter
J. McCormick

PROJECT MANAGEMENT BRANCH
SITE
FILE: FM FA Eo.

Form 734-3122

OREGON STATE HIGHWAY DIVISION
PROJECT CATEGORY REQUEST

A. Project Identification:

Section HUDSON SLOUGH
Highway CO. RD. # 48
County DOUGLAS
Region III
(Attach Sketch Map)

Date
City - Co. Hwy. No.
Begin M.P. 4.2 ± Length 0.25 MI
Program Estimate $953,000
Funding Source H.B.R.

B. Purpose, Need, and Description of Project (Describe Alternatives):

REPLACE SUBSTANDARD STRUCTURE ON POOR ALIGNMENT WITH NEW STRUCTURE ON IMPROVED ALIGNMENT. TO INCREASE HIGHWAY SAFETY.

ALTERNATIVE IS "NO BUILD" OR REPLACE ON/NEAR EXISTING ALIGNMENT

C. Recommended Project Category and Documentation:

Project Category	Documentation
1	Draft and Final EIS
2	✓ Environmental Assessment and Finding of No Significant Impact
✓ 3	Categorical Exclusion

Other Documentation:

- ☐ Wetlands Finding
- ☐ Cultural Resource Survey
- ☐ Section 106 Procedures
- ☐ Noise Study Report
- ☐ Indirect Source Construction Permit
- ☐ Section 4(f) Determination

Basis for Recommended Category:

IMPROVEMENT/BETTERMENT ONLY 700' FROM EXISTING BRIDGE ALIGNMENT

D. Descriptions:

	Existing Facility	Proposed Facility
Number of Traffic Lanes	2	2
Median (Yes/No)	NO	NO
Shoulders (Yes/No, Paved, Gravel)	NO	YES
Average Daily Traffic (Volume/Year)	(960 - 1979)	960 - 1979
Alignment (New, Combined, Existing)	EXISTING	NEW
Speeds (Posted/Estimated)	40	55

(11-16-79)

E. Preliminary Assessment of Enviromental Impacts:

1. Estimated Right-of-Way Impacts:

Acres	1.7
Estimated Number of Parcels	2
Residential Relocation (No.)	Ø
Business Relocation (No.)	Ø

2. Estimated Impact on Land Use:

LITTLE OR NONE - LAND UNCULTIVATED AND NOT USED

3. Estimated Impact on Traffic Volumes, Flow, Patterns, and Safety:

LITTE IMPACT ON VOLUME. MAJOR IMPROVEMENT IN FLOW AND SAFETY

4. Estimated Impact on Rivers, Stream, Wetlands, Rare or Endangered Species or Other Natural Ecological Resources:

MINOR IMPACT ON WETLANDS - NO OTHER CHANGES

5. Estimated Impact on Parks, Historic Properties, or Other Cultural or Scenic Resources:

NO IMPACT

6. Preliminary Identification of Areas of Critical Concern and Controversial Issues:

NONE. LITTE ADVERSE COMMENT AT PRELIMINARY HEARING - NO PROBLEM ANTICIPATED WITH COAST GUARD APPROVAL

Name of Preparer and Phone Number: W. PALMATEER 746-9673

FEDERAL AID PROJECT REQUEST

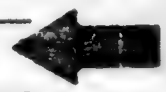
Date _____

Applicant Agency DOUGLAS CO.

Request for: Off-System ____, FAS-C ____, FAUS ____ Project HBR

Federal Aid Route No. - Route Name SMITH RIVER RD #48

Project Name HUDSON SLOUGH SECTION

Project Length 1300' ± Project Location (Attach sketch map) 

Project Description

APPROX. 925' OF CAUSEWAY OVER MARSHLAND AND 375' ± PILE TRESTLE STRUCTURE.

Average Daily Traffic (260) Design Speed 55

Complete Applicable Sections:

I. ROADWAY DATA

1. Existing Roadway: (Attach sketch)

   Width 24 Travel Lanes 2 @ 12' Shoulders 0
   Medians Ø Parking _____
   Sidewalks Ø
   Remarks _____

2. Desired Roadway Cross Section: (Attach sketch)

   Width 30' Travel Lanes 2 Shoulders 4'
   Medians Ø Parking Ø
   Curbed NO Length Curb Radii -
   Sidewalk/Bikeway NO
   Remarks -

II. RIGHT-OF-WAY DATA

1. Existing Right-of-Way:

   General Width 60' Minimum 60± Maximum -

2. Has right-of-way been acquired for this project subsequent to January 2, 1971?
   Yes _____ No ✓

3. Will additional right-of-way be needed? Yes ✓ No _____
   1 answer is "yes," will cost of right-of-way be subject to Federal reimbursement? Yes _____ No ✓
   Remarks _____

III. TRAFFIC CONTROL DATA

1. Existing Signalization and Location:

   NONE

2. Proposed Signalization:

Location NONE REQUIRED

Type

Phases

Type of Suspension

Interconnected

Remarks

3. Permanent Signing:

Include in project or by applicant? APPLICANT

4. Permanent Striping:

Include in project or by applicant? APPLICANT

IV. ILLUMINATION DATA

1. Existing Illumination and Location:

NONE

2. Proposed Illumination:

Location NONE REQUIRED

Type

Remarks

V. STRUCTURE DATA

1. Existing Structure:

Location HUDSON SLOUGH

Type WOOD TRUSS - WOOD APPROACH TRESTLE

Approach Roadway Width 24 Shoulder Width 4'

Length 220' ± Width 20'±

To remain in place? YES. TEMPORARILY

2. Proposed Structure:

Location NEW ALIGNMENT DOWNSTREAM 700'±

Approximate Size: Length 375' Width 30' ROADWAY

Are sidewalk/bikeways desired: No

Are any utilities to be attached to structure? No

Are provisions for illumination desired? No

Are there any unusual or complicating conditions?

DEEP PILE FOUNDATIONS

Remarks

VI. RAILROAD DATA

1. Are there any railroad crossings? Yes _____ No ✓

Name of Railroad

Existing Crossing Protection

2. Will existing railroad crossing be altered?

Remarks

VII. ACTION PLAN REQUIREMENTS

During project development for Category 1, 2, and 3 projects, the city or county shall perform and document responsibilities as found indexed in the Oregon Action Plan, particularly Citizen Involvement and Participation; Environmental Aspects; and Public Hearing Requirements.

The OSHD Region Engineer will provide assistance, liaison and monitoring for these activities.

Responsible local office and party to be contacted for the following activities:

1. Citizen Involvement — DOUGLAS CO. ROAD DEPT — Office
2. Environmental — DOUGLAS CO. ROAD DEPT. — Office
3. Public Hearing — DOUGLAS CO. ROAD DEPT / OSHD. — Office

Remarks

VIII. GENERAL INFORMATION

1. Project preliminary engineering to be performed by:

Applicant _____ State _____ Consultant ✓

2. Project construction engineering to be performed by:

Applicant_____ State_____ Consultant ✓

3. Will applicant perform any work prior to or after award of contract?
Yes ✓ No_____
If "yes," describe briefly: PRELIMINARY STUDY
FOUNDATION INVESTIGATION

4. Applicant's estimate of cost for requested project:

Roadway Work	$ 296,000
Right-of-way costs (if participating)	5,000
Traffic control	–
Illumination	–
Structures	550,000
Railroad	–
Other CONSTRUCTION ENG.	–
Preliminary engineering	102,000
PROJECT TOTAL	$ 953,000

Remarks_____

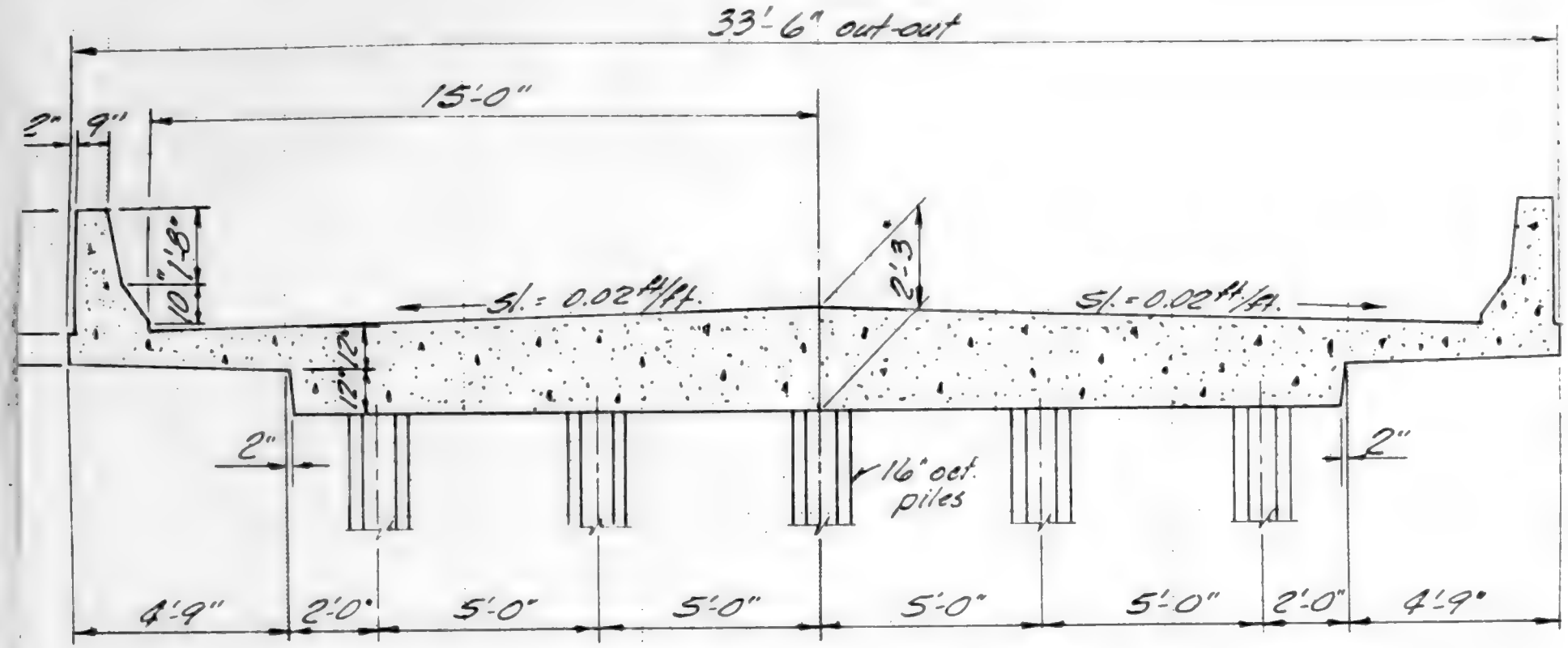
THIS APPLICATION IS AN OFFICIAL REQUEST FROM:

CITY OF _____ and/or DOUGLAS CO. COUNTY

By _____ By Bill Vieau

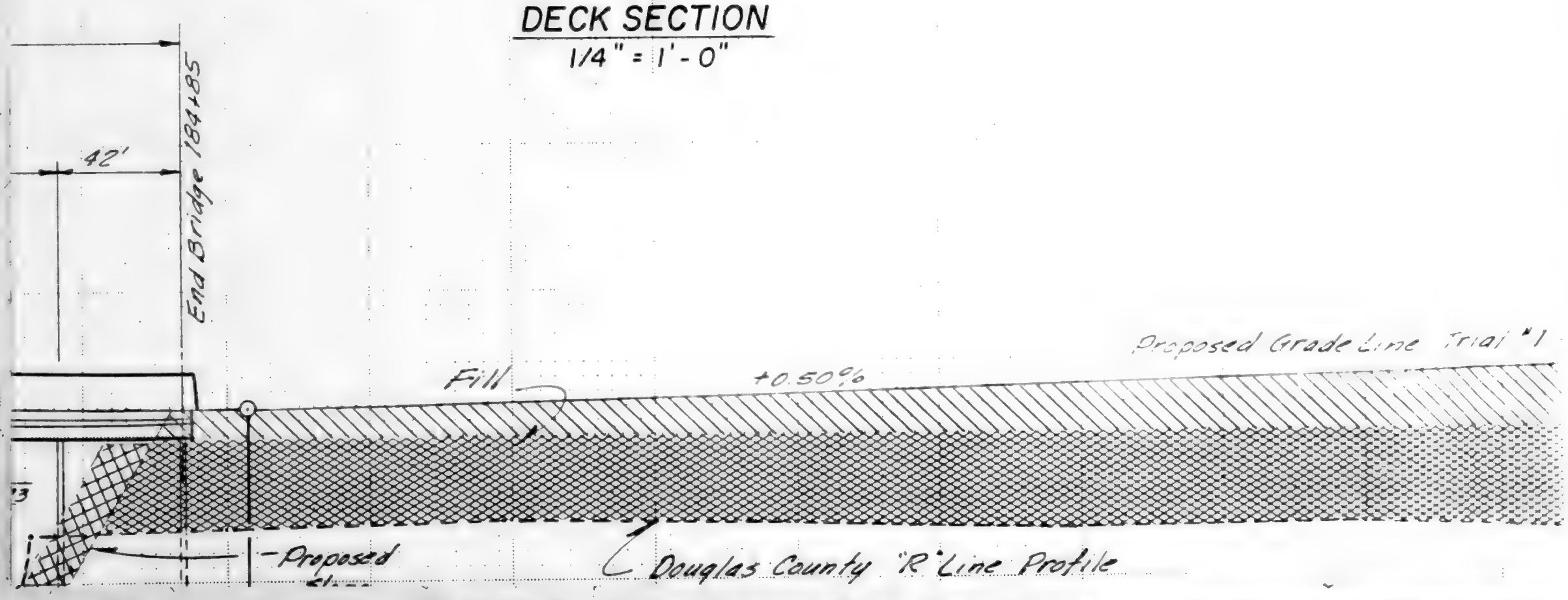
By _____ By _____

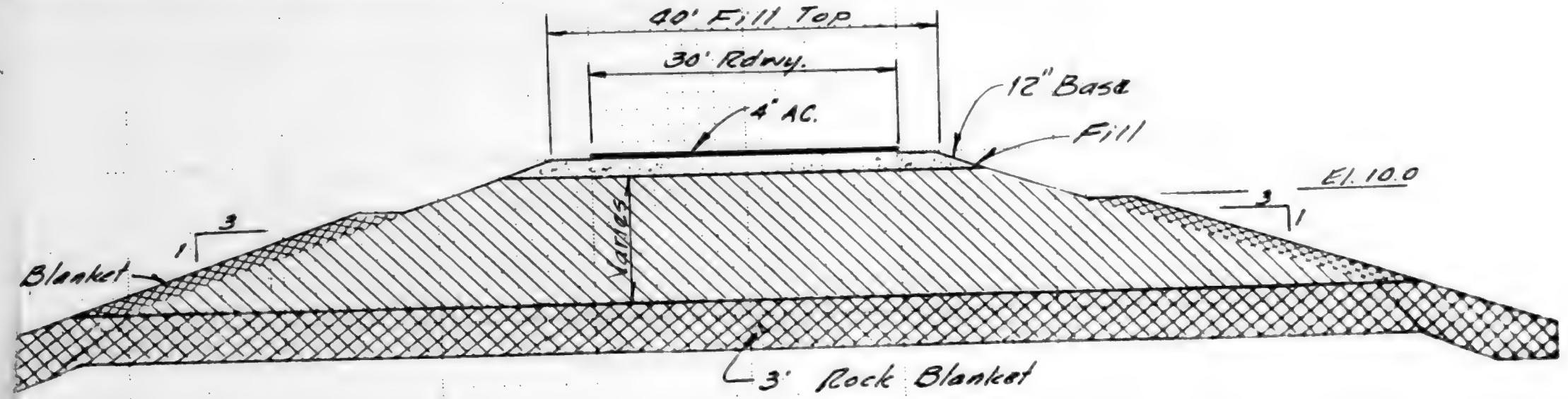
By Paul D Makinson



DECK SECTION

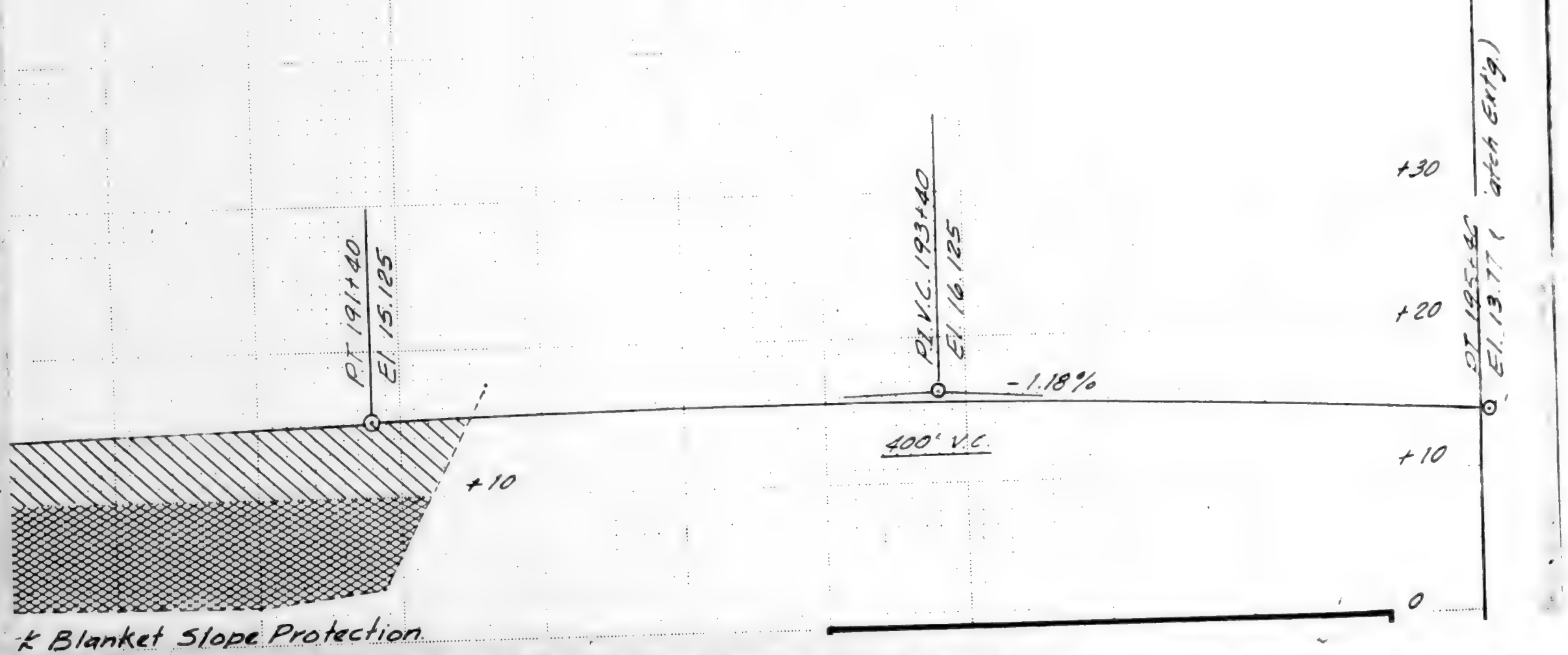
1/4" = 1'-0"

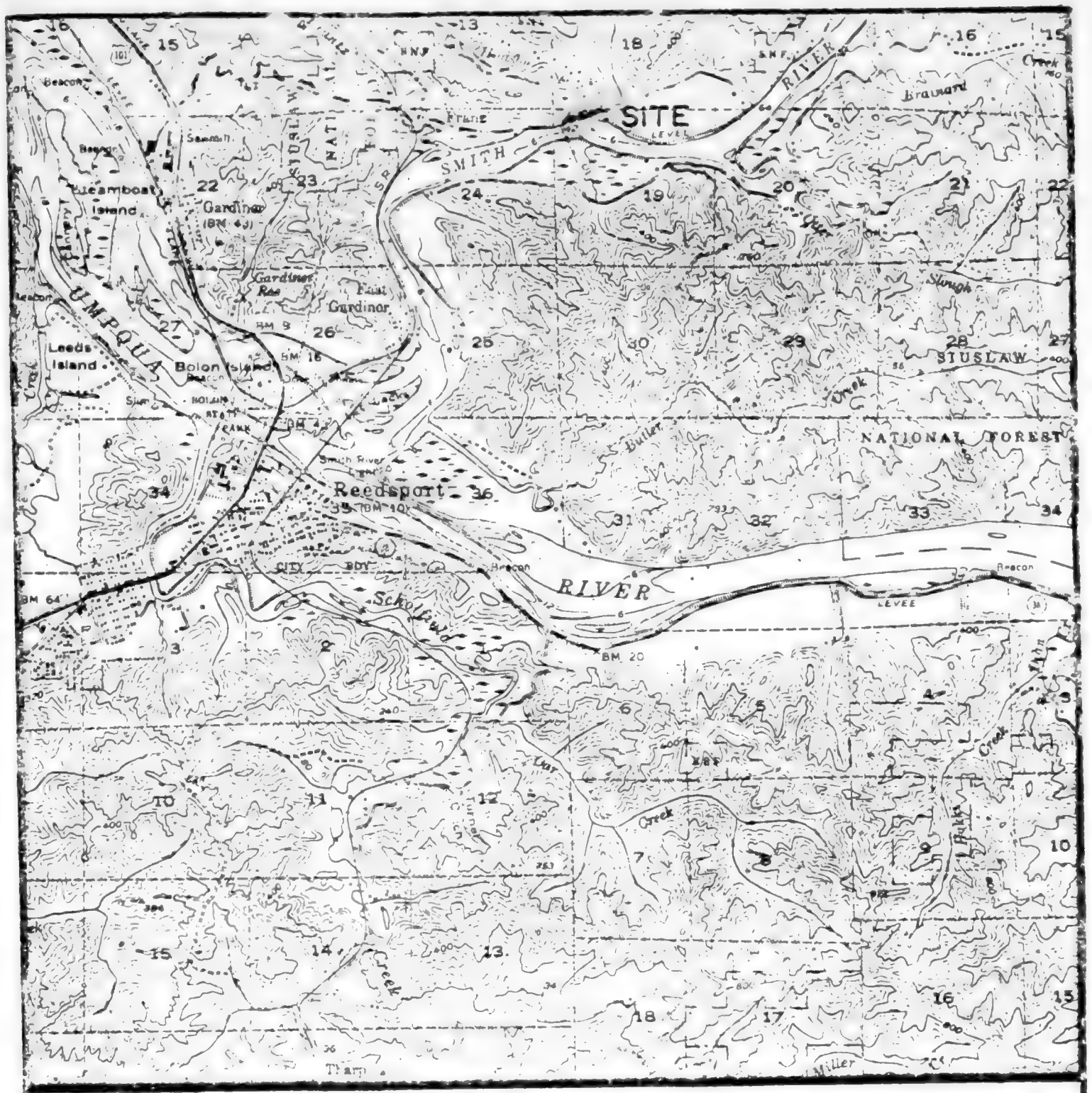




ROAD SECTION

No Scale




SITE
SMITH
RIVER
UMPQUA
RIVER
Steamboat Island
Gardiner
Gardiner Ref
East Gardiner
Leeds Island
Bolon Island
Reedsport
Scholfield
Slough
Creek
Butler
NATIONAL FOREST
SIUSLAW
LEVEE
Beacon
BM 20
BM 10
BM 16
BM 9
BM 64
Frame
Brainard
Miller
Tiam
Lost
Creek
Creek
Creek

1982 Juniper Canyon Br. Sec. of 9482
the John Day Hwy. S. of Arlington.
(Structure)

jc

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. BRF-6(4)

2. STATE PROJECT NO.

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 10073

2A. COUNTY NAME
Gilliam

6. TO
Mr. Donald E. Forbes
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

7. DATE AUTHORIZATION EFFECTIVE
September 9, 1988

8. FEDERAL ROUTE NUMBER
FAP 6

9. STATE ROUTE NUMBER
5

10. GENERAL LOCATION:
Juniper Canyon Bridge Section

11. GENERAL DESCRIPTION OF WORK
Utility relocation

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☒ OTHER *(Specify)* See Below

13. REMARKS

As requested in Mr. Gilmour's 8/22/88 letter, we approve a change in the method of payment from an actual cost basis to a lump sum basis of $4,541.20.

RECEIVED
STATE HWY ENGR
DEC 0 9 '88
ASSIGNED TO Gilmour
FOR

INFO	INVES	ROUGH DRAFT	DIRECT REPLY	SIGN	ACT	FILE
					X	

14. DATE 12/5/88

15. SIGNATURE OF APPROVING OFFICIAL John T. Price

16. TITLE
For Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

r11
*OSHD (Coulter)

STATE COPY

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

FINAL ACCEPTANCE REPORT

REGION NO	REPORT NO.	COUNTY	DIVISION
10	3	Gilliam	Oregon

DATE OF REPORT	REPORT MADE BY	PROJECT NO.
August 16, 1983	David B. Carter, Area Engineer	BRF-6(5)

COMPLETION DATE	ACCEPTANCE DATE BY CONTRACT AGENCY	TIME ELAPSED	CONTRACT TIME
October 15, 1982	May 25, 1983	100 %	120 c.d.

APPROVED EXTENSIONS	LOCATION
NONE	Approximately 1½ miles south of Olex on Oregon Route 19, Gilliam County, Oregon

*The [illegible]
*A copy of the State's materials certificate is attached to the Division office copy of this report
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

JUNIPER CANYON BRIDGE SECTION
JOHN DAY HIGHWAY
Structure

This project provided for the replacement of an existing deficient bridge with a new prestressed concrete slab bridge 32 feet wide and 40 feet long.

The final cost of the original contract bid items was $80,193.40 or an 0.5 percent overrun of the contract bid amount of $79,805. The final cost of the project including engineering and all changes was $100,333.40.

All participating work has been completed.

All signing and striping is complete.

Report No. 2 mentioned some State force work which needed to be done on the grading and paving items. This work is now complete.

NOTED
W. E. SCHWARTZ
10/4

RECEIVED
STATE HWY ENGR
SEP 28 '83
REFER TO
Kelsey
FOR

Info	Inves	R/D	D_R	Sign	Act	File

*NOTE: Not applicable for direct federal projects.

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE [illegible] David B. Carter		SIGNATURE Glenn K. Hossner	
TITLE Area Engineer	DATE 9/26/83	TITLE Field Operations Engineer	DATE 9/30/83

FORM FHWA-1446 B (12-72) [illegible] PREVIOUSLY PR-33E
Previous Editions of PR-33E Will Not Be Used.

9/1/2

5

ROAD DESIGN SECTION 378-6558

D. D. Allen
Region 4 Engineer, Bend

June 2, 1983

W. H. Wakerlig
Right of Way Descriptions Supervisor

Juniper Canyon Bridge Section
John Day Highway
Gilliam County

Vanteer
Anderson
Adams
Macnab
Stoudenmeyer
Terpin
Trout
Wakerlig

RECEIVED
JUN 02 1983
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring Up ____/____/____
Action

We are forwarding herewith a reproducible map (1R-5-211) covering the subject survey for your verification, narrative, professional seal, signature and submittal to the county per ORS 209.250.

The narrative shall explain the purpose of the survey, the basis on which lines were established and which found monuments and deed elements controlled the lines established or reestablished..

If, the narrative is a separate document, the narrative and the map should be referenced to each other and the narrative should contain additional information as follows:

1. Location of survey by ¼ Section, Donation Land Claim, Township and Range.
2. Date of Survey.
3. Surveyor's Seal.
4. Surveyor's business name and address.

By:

Arthur L. Dean
Sr. Designer Draftsman

ALD:rlr
Attachment

9482

June 1, 1983

United Pacific Insurance Company
Bond Department
33405 8th Avenue, S. C-3000
Federal Way, WA 98003

CON 5
#9482

Gentlemen:

Contract No. 9482 awarded to Douglas S. Coats, Inc., for the Juniper Canyon Bridge on the John Day Highway in Gilliam County was completed on May 13, 1983, and accepted by the State Highway Division on May 25, 1983.

Final payment in the amount of $1,000 will be released to the contractor after June 6, 1983. The total contract amount is $81,783.40 and no work was performed under force account.

No claims for labor or material have been filed with us against the performance bond on this contract.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

fkn

cc Douglas S. Coats, Inc.
P. O. Box 311
Bend, OR 97709

C. T. Keasey
Walt Hart
V. E. Skoog Attn: Frank Griffin
Dale Allen

9482

STATE COPY

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State: Oregon
MONTHLY TRANSACTION NUMBER: 2-81		County: Gilliam
PROJECT REPORT NUMBER:	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	Project Number: BRF-6(5)
MODIFICATION NUMBER: 1	2-11-83	

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on June 18 , 19 82 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 91,491.00	$ 93,719.00
Federal funds	$ 73,192.00	$ 74,975.00
Other revisions		

This modification is made for the following reasons: to include increase in construction costs & construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 11th day of February , 1983 .

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By _____

Acting Program Section Manager
(Title)

XX By For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Gen File

Oregon State Highway Division
Salem, Oregon February 3, 1983

Federal-Aid Project
No. BRF-6(5)

Juniper Canyon Bridge
John Day Highway
Gilliam County

REVISED PROJECT AGREEMENT ESTIMATE

Type Code X080
Structure, Br. No. 795 (Sta. 325+52 to Sta. 325+92)

Subtotal of previous estimate of June 7, 1982		$79,905.00
Additional Items		
Extend Bent 1 Below Elev. Shown (P.A. #1)	All Required	$ 1,590.00
	Increase	$ 1,590.00
	SUBTOTAL	$81,495.00
	Engineering	12,224.00
	TOTAL	$93,719.00

Length of Structure --------- 0.008 mi.

Federal Funds ----------$74,975.00
State Funds ---------- 18,744.00
$93,719.00

Group 1 100%
Contract No. 9482
Prefix: 11-1901
Prefix: 11-1086

STATE COPY

OMB No. 04-R2089

TO BE COMPLETED BY FHWA	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State: Oregon
MONTHLY TRANSACTION NO.	FEDERAL-AID PROJECT AGREEMENT	County: Gilliam
		Project No.: BRF-6(5)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

Juniper Canyon Bridge

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	5-5-82	0.008
OTHER *(Specify)*		

FUNDS PRO RATA 80.0%

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ [illegible]	$ 73,192.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By [signature]

Program Management Engineer
(Title)

For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

_____
(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Date executed by
Division Administrator _____

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Oregon State Highway Division
Salem, Oregon June 7, 1982

Federal-Aid Project
No. BRF-6(5)

Juniper Canyon Bridge
John Day Highway
Gilliam County

PROJECT AGREEMENT ESTIMATE

Type Code X080
Structure, Bridge No. 795 (Sta. 325+52 to Sta. 325+92)

Mobilization		All Required	$ 6,000.00
Toe Trench Excavation	60 Cu. Yd.	10.00	600.00
Guard Rail, Type 2A	100 Lin. Ft.	12.00	1,200.00
Guard Rail, Type 3	100 Lin. Ft.	18.00	1,800.00
Guard Rail Anchors, Type 1	4 Each	300.00	1,200.00
Rail End Pieces, Type C	4 Each	50.00	200.00
Placing Grouted Riprap	100 Cu. Yd.	10.00	1,000.00
Bridge Removal Work		All Required	6,400.00
Structure Excavation	140 Cu. Yd.	8.00	1,120.00
Structural Concrete, Class 3300 (125 C.Y.)		All Required	28,125.00
4'x40'/45' Prestressed Slabs	8 Each	2,300.00	18,400.00
Reinforcement (15,000 lb.)		All Required	7,500.00
Metal Rail with Tubing	113 Lin. Ft.	40.00	4,520.00
Membrane Waterproofing	145 Sq. Yd.	12.00	1,740.00
			$79,805.00

Anticipated Items

Temporary Erosion Control	All Required	$ 100.00
	SUBTOTAL	$79,905.00
	Engineering	11,586.00
	TOTAL	$91,491.00

Length of Structure ------- 0.008 mi.

Federal Funds (80%)--------	$73,192.00
State Funds ----------	18,299.00
TOTAL	$91,491.00

Group 1	100%
Contract No.	9482
Prefix:	11-1901
Prefix:	11-1086

9482

CON 5

DATE: November 15, 1982

TO: Dale E. Wilken, Division Administrator
Federal Highway Administration

FROM: C. T. Keasey, P.E., P.L.S.
Construction Engineer

SUBJECT: Request Contract Acceptance
Federal-aid Project No. BRF-6(5)

Contract 9482 , Work Completed October 15, 1982

Project Juniper Canyon Bridge

Highway John Day

County Gilliam

We request that your office return a signed copy of this letter indicating acceptance or list conditions which would prevent your final acceptance of the contract work.

Acceptance Date _____

Dale E. Wilken
Division Administrator

RDC:mk

cc: H. S. Coulter
C. T. Keasey
Dale Allen
R. D. Church

9482

OREGON STATE HIGHWAY DIVISION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: Juniper Canyon Bridge
WEEK ENDING: November 6, 1982
SECTION PREFIX: 11-1086
HIGHWAY: John Day
COUNTY: Gilliam

NAME OF JOB: Juniper Canyon Bridge
KIND OF WORK: Structure
CONTRACTOR: Douglas S. Coats, Inc.
CONTRACT NUMBER: 9482
FED. AID PRO. NO.: BRF-6(5)
DATE OF CONTRACT: June 4, 1982
DATE WORK STARTED: June 29, 1982
ESTIMATED COMPLETION DATE:
AVERAGE FORCE ON PROJECT FOR THE WEEK:
MEN: 0 SUPERVISION: 0
SPECIFIED WORK DAYS:
WORK DAYS USED:
SPECIFIED CALENDAR DAYS: 120 CD
CALENDAR DAYS USED: 119
SPECIFIED COMPLETION DATE:
PERCENT OF TIME ELAPSED: 99
PROJECT AUTHORIZATION: $ 91,376.73
ENGINEERING
AUTHORIZATION: $ 7,980.50
% OF CONTRACT COMPLETED
EXCLUSIVE OF ENGINEERING: $ 83,396.23
BASED ON ESTIMATED COST: 100
EST. COST OF COMPLETED
ENGINEERING
% OF CONTRACT COMPLETED
PROJ. EXCLUSIVE OF ENGR.: $ 81,783.40
COST TO DATE: $12,296.41
BASED ON TOTAL AUTHOR.: 103
ESTIMATED PERCENTAGE: OVERRUN:
PERCENT OF
DATE PROJECT WAS COMPLETED:
UNDERRUN: 3.0 %
AUTHORIZATION: 154 %
October 14, 1982

ESTIMATED PERCENT COMPLETE (ROADWAY)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE	MAT'L. PROD.		
N/A	N/A	N/A	N/A	N/A	N/A		
			STRUCTURE EXCAVATION	BRIDGE REMOVAL	CONCRETE CL. 3000	GROUTED RIPRAP	WATERPROOF MEMBRANE
MILES IN PROJECT:							
MILES PARTIALLY COMPLETED:							
MILES COMPLETED:							
TOTAL ESTIMATED QUANTITIES (CONTRACT):			140 CY	100 %	125 CY	100 CY	145 SY
TOTAL QUANTITIES CORRECTED TO DATE:			199 CY	100 %	133 CY	100 CY	145 SY
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE:			199 CY	100 %	133 CY	100 CY	145 SY
AVERAGE DAILY QUANTITIES:							
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME:							
NUMBER OF SHIFTS PER DAY:							
HOURS PER SHIFT:							

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.: 795A	footings	bents	wingwl's	deck	bridge removal			
PERCENT:	100	100	100	100	100			
DAY & DATE	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY				
SUNDAY 31	Cloudy-Rain	0						
MONDAY 1	Ptly Cldy-Warm	0						
TUESDAY 2	Ptly Cldy-Warm	0						
WEDNESDAY 3	Ptly Cldy-Warm	0						
THURSDAY 4	Ptly Cldy-Warm	0						
FRIDAY 29	Cloudy-Rain	0						
SATURDAY 30	Cloudy-Rain	0						

RECEIVED
NOV 8 1982
CONSTRUCTION SECTION
OM CA LS TC FE

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY 31	No work.
MONDAY 1	No work.
TUESDAY 2	No work.
WEDNESDAY 3	No work.
THURSDAY 4	No work.
FRIDAY 29	No work.
SATURDAY 30	No work.

REMARKS

Semi final estimate will be submitted through region next week.

****
*   *
* FINAL *
*   *
* REPORT *
*   *
****

SIGNED W. Reid Meritt LOCATION The Dalles
W. Reid Meritt, Project Manager

__CONSTRUCTION, 3; __W/BRIDGES, 4; __REGION; __FILE

14.02

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

		1. FEDERAL-AID PROJECT NO. BRF-6(4)
		2. STATE PROJECT NO. See below
3. FROM Dale E. Wilken, Division Administrator FHWA - Oregon Division	4. PROGRAM NO.	2A. COUNTY NAME Gilliam
	5. ITEM NO. 10073	

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
4/12/82	Primary 6	Primary 5

10. GENERAL LOCATION:

Juniper Canyon Bridge Section

11. GENERAL DESCRIPTION OF WORK

Utility Adjustment

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☒ OTHER *(Specify)* Utility adjustment

13. REMARKS

As requested by Mr. Swan's letter of 6/1/82 this will confirm the advance approval date of 4/12/82 to proceed with the actual adjustments to Pacific Northwest Bell Telephone Company's Aerial Telephone Line relocation on an actual cost basis estimated to be $4,537 Federal Funds $3,630. **I approve the Agreement with Pacific Northwest Bell Telephone Co.**

Approval and participation for the eligible portion of the work authorized above is subject to the provisions of the Federal-aid Program Manual.

RECEIVED
STATE HWY ENGR
JUN 9 '82
REFER TO
FOR
Info | Invest | R/D | D R | Sign | Act | File

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
6/8/82	for	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

9412

ROW 18-4

June 1, 1982

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

FROM: D. E. Swan
Program Control Engineer

NOTED
E. S. HUNTER

SUBJECT: Aerial Telephone Facility Relocation
Pacific Northwest
Juniper Canyon Bridge Section
John Day Highway
Gilliam County
Project No. BRF-6(4)

Here is a copy of an estimate of cost to adjust Pacific Northwest Bell Telephone Company's facilities dated May 6, 1982, and a sketch showing their proposed relocation.

A certification prepared by Richard O. Havig as to the Company's rights in the land occupied by their facilities is in our files.

A copy of the relocation letter to the Company dated April 7, 1982 was previously supplied to your office.

An appropriate permit for the utility's proposed relocation will be issued as required.

The State is not entitled to a credit for expired service life under the provisions of Paragraph 9b (1) (b) of PPM 30-4, as the relocation involves a segment of facilities less than one mile in length.

There will be no betterment derived from the proposed adjustment of the Company's facilities.

Your approval of the actual cost agreement, as evidenced above, and confirmation of your advanced authorization to proceed with the work as of April 12, 1982 under the provisions of PPM 30-4 and 30-4.1 is requested. Estimated cost to the State is $4,537.

JMC/DES/llr
Enclosure
cc: E. S. Hunter
Jack M. Cartwright
Dick Havig

RECEIVED TECHNICAL SERVICES
JUN 2 '82
REFER TO
FOR
Info
Invest
R/D
D/R
Sign
Act
File

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: BRF-6(5)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 10073

2A. COUNTY NAME: Gilliam

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
5/5/82	Primary 6	Primary 6

10. GENERAL LOCATION:

Juniper Canyon Bridge Section

11. GENERAL DESCRIPTION OF WORK

One Structure

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- [ ] PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- [ ] PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- [ ] ACQUISITION OF RIGHT-OF-WAY
- [XX] CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- [ ] CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [XX] OTHER *(Specify)*
  Temporary Erosion Control $100

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate.

Mr. Swan's 5/3/82 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $99,767 Federal Funds $79,813.

A signed copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
MAY 17 '82
REFER TO
FOR
Info | Inves | R/D | D R | ign | ct

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
5/5/82	B K Hansen	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: BRF-6(4)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 10073

2A. COUNTY NAME: Gilliam

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 4/5/82

8. FEDERAL ROUTE NUMBER: Primary 6

9. STATE ROUTE NUMBER: Primary 5

10. GENERAL LOCATION:

Juniper Canyon Bridge Section

11. GENERAL DESCRIPTION OF WORK

Program change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS.
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☒ OTHER *(Specify)* Program change

13. REMARKS

As requested in Mr. Swan's letter of 3/31/82 I approve the program change adding to the character of proposed work "actual utility adjustments".

14. DATE: 4/5/82

[illegible] for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

April 1, 1982

In Reply Refer to
File No.:

DES 23
795A

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: Walter J. Hart, P.E.
Bridge Engineer

L. L. Wallace, P.E.
Assistant Bridge Engineer

SUBJECT: Juniper Canyon Bridge
Juniper Canyon Bridge Section
John Day Highway
Gilliam County
BR 795A

Enclosed are two reduced prints of Drawings 36318, 35885 and 35886 which are the preliminary plan and elevation and vicinity map for this structure. Also enclosed are two copies of the revised foundation report which includes the hydraulic report.

The alignment and roadway width are in accordance with the standards governing the project. The estimated cost of this structure, including an allowance for engineering and contingencies, is $92,500.

We request your approval of our preliminary plan.

HOW:jrb

Enclosures

cc: E. S. Hunter
D. H. Moehring
Don Adams /w/ 1
D. D. Allen /w/ 1
Gary Potter /w/ 1

RECEIVED
TECHNICAL SERVICES
APR 2 '82
REFER TO
FOR
Info | Invest | R/D | D/R | Appl | App | File

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No

PRO 6-2

March 31, 1982

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: D.E. Swan, P.E.
Program Control Engineer

SUBJECT: Program Change
Project No. BRF-6(4)
Juniper Canyon Bridge Section
Gilliam County

I request your approval of a program change on the subject project to include in the character of proposed work "Adjustment of Utilities" consisting of work by Pacific Northwest Bell Telephone Co. for adjustment of their facilities at an estimated total cost of $5,000 with Federal funds of $4,000.

Authorization to proceed with actual utility adjustments will be requested under separate action.

CL:bkc

cc: Jack Cartwright
General Files

Form 734-3122

9482

5

ROAD DESIGN SECTION 378-6558 ROW 3-1

J. B. Boyd, Manager
Right of Way Section

October 26, 1981

J. H. Versteeg
Road Design Engineer

File 52416
Juniper Canyon Bridge Section
John Day Highway
Gilliam County

Attached is a description (1 file), an authorization and right of way prints covering right of way required for the subject project, scheduled for fiscal fourth quarter of 1982.

By: ORIGINAL SIGNED BY
W. H. WAKERLIG

W. H. Wakerlig
R/W Descriptions Manager

WHW:rlr
Attachments

Versteeg ✓
Anderson
Christensen
Olson
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
OCT 26 1981
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring
Action

9112

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

August 20, 1981

In Reply Refer to
File No.:

TO: Corps of Engineers (2)
Fish and Wildlife Service
National Marine Fisheries Service
Environmental Protection Agency
Oregon State Department of Environmental Quality
Oregon State Division of State Lands

FROM: Frank E. Terpin
Location Engineer

SUBJECT: General Permit for fills in Navigable Waters
Section: Juniper Canyon Bridge No. 795
Highway: John Day
County: Gilliam

This letter, with the attached document, serves as the advance notice required under Special Condition m of the Department of the Army Permit referred to in Public Notice 071-OYA-4-003272 pursuant to Section 404 of the Clean Water Act of 1977 (P.L. 95-217).

If additional information is needed, please contact Donald E. Keyes, Location Unit, 212 Transportation Building, Salem, OR 97310, telephone 378-6265.

Attachment

cc G. L. Green
J. H. Versteeg
W. J. Hart
G. A. Potter
D. E. Keyes

Form 734-3122

U.S. Department of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project F-6(-)
Juniper Canyon Bridge #795
John Day Hwy., Gilliam County
Hydraulic Report

Date: August 7, 1981

From: Division Administrator

Reply to Attn. of: HBR-OR/380.2

To: Mr. H. S. Coulter, State Highway Engineer, ODOT

We have reviewed Mr. Finley's Hydraulic Report dated July 7 for the Juniper Canyon Bridge #795. Please note we cannot tell from the report the following:

1. Design Flood Frequency
2. Base Flood
3. Backwater for Base Flood
4. Regulatory Floodway
5. Is this a significant encroaching of the regulatory floodway?

Several recommendations are made for channel changes and earth berms. Also we note very high velocities. We wonder why (or is) the earth berm higher than the channel or roadway (memorandum says elevation 374)? Also, the berm and channel in area close to the structure should have large carefully placed rip rap to prevent erosion.

We feel our review cannot be complete until the above questions are answered. Please furnish us with this information.

For Dale E. Wilken

cc:
OSHD (W J Hart, Br)
OSHD (R L Lenz, Loc)

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STATE HWY ENGR
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Info | Inves | R/D | D/R | Sign | Act | File

5

STATE OF OREGON
LOCATION UNIT - HIGHWAY DIVISION

INTEROFFICE MEMO
LOC 8

TO: F I L E

DATE: July 7, 1981

FROM: Gene M. Finley
Hydraulic Specialist

SUBJECT: Juniper Canyon Bridge #795
John Day Highway, M.P. 19.16 (FAP 6)
Gilliam County

The proposed project will replace a 23±-foot long, single-span, timber structure supported on vertical stone masonry abutments. The new structure will be located 500± feet upstream from the existing site.

HYDROLOGY

Juniper Canyon is a south-north tributary of the John Day River and drains approximately 6.8 square miles above the bridge site.

There are nine years of record available from gage number 14-4747 (drainage area - 1.94 square miles) located 4,800± feet upstream from the existing bridge site. This gage shows that the largest runoff of record occurred June 30, 1978 and is estimated to have had a peak discharge of 6,100 cfs at the bridge site. The gage also showed no flow during the 1976 and 1977 water years (October 1, 1975 through September 30, 1977). Since this bridge has a history of flash floods, a log-Pearson Type III statistical analysis of the gage data is not considered applicable in this case.

Mr. Mark Phillips, maintenance supervisor, stated that the greatest runoffs occurred December 1964, June 1978 and February 1979. He also stated that farmers in the area felt the June 1978 runoff was the worst flood of recent years and was approximately equal to the 1964 flood. The June 1978 runoff was a flash flood occurrence.

During a high runoff the flow is divided between the main channel and an easterly paralleling swale. This swale branches off from the main channel 640± feet upstream from the existing bridge. The bankful capacity of the swale is estimated to be 30 cfs and contributes to roadway overflow east of the existing bridge. The major portion of this roadway overflow comes from backwater created by the existing structure.

Contains
Recycled
Materials
81-125-1387

HYDRAULIC DESIGN

The June 30, 1978 flash flood with a peak discharge of 6,100 cfs was chosen as the design flood.

Region 4 recommended that the replacement structure be 40 feet long with a 30-foot wide waterway opening normal to the stream. To maintain the recommended normal bridge length and proposed highway alignment, a 550±-foot long channel change (350± feet upstream and 200± feet downstream) would be required. The channel change also reduces the proposed bridge skew to 40 degrees. Due to the steep gradient (3.0±%), the flow will be supercritical so vertical abutments are recommended for the proposed bridge.

The 40-foot, single-span structure should have a normal waterway opening of 170 square feet below the design highwater of 1,364.2 feet (MSL). Along the upstream embankments, the highwater would be 1,364.5 feet which includes 0.3 feet of backwater. Average velocity through the structure could be 35 fps.

There is a farmer's equipment crossing (ford) 620± feet upstream from the existing bridge. The cross section for any channel change through the ford area should have side slopes flat enough to continue this crossing at its present level of service.

An eight-foot deep trapezoidal channel section with a 20-foot bottom is recommended for the upstream channel change upstream with 1½:1 side slopes outside the ford area. A slope transition should be provided to funnel the stream flow from the ford into the 1½:1 side slopes.

The 200-foot long channel change downstream need not be a standard geometric shape, but rather it should provide a smooth transition between the proposed structure and the natural channel.

Two 20-foot long concrete transition wing walls from trapezoidal to vertical (similar to Bridge Drawing 18169) should be constructed at the inlet end of the proposed bridge. Standard wing walls should be provided on the downstream side of the bridge.

It is suggested that an earth berm with a minimum 3:1 side slopes be provided to prevent future swale flow. The earth berm should be approximately normal to the swale flow with the top of the berm at elevation 1,374 feet.

The attached sketches (Figures I and II) are plan and profile for the alignment, berm and channel change.

For the purpose of hydraulic design in this study, a "reference section" was established 510± feet upstream from the existing structure. The following tabulation shows a comparison between the existing condition and the proposed condition.

	EXISTING CONDITION		PROPOSED CONDITION
	At Existing Structure	At Reference Section	Proposed Structure At Reference Section
Design Discharge	6,100 cfs	6,100 cfs	6,100 cfs
Peak Discharge:			
Structure	1,970 cfs	N/A	6,100 cfs
Road Overflow	4,130 cfs	N/A	0
Channel Flow	N/A	6,100 cfs	N/A
Design High Water	1,346.4 ft	N/A	1,364.2 ft
High Water Elevation	1,353.9 ft along upstream embankments	1,365.7 ft in natural channel	1,364.5 ft along upstream embankments
Average Velocity	30.2 fps	36.2 fps	34.9 fps

RIPRAP

Maintenance files indicate that scour around the ends of the existing wing walls has been a problem. Erosion around the proposed bridge footings could be more of a problem since an improved stream alignment causes increased flow and velocities through the structure. It is suggested that the toe of the vertical abutments be protected with either grouted riprap, or a concrete slab poured across the channel bottom and tied into the bridge abutments. A cutoff wall would be required along the upstream side of the slab.

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JUL 10 1981
ROAD DESIGN SECTION
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GMF:ge
Attachments

cc Frank Terpin w/attachments
Walt Hart "
J. Davis "
G. Potter "
L. Watson "
D. Allen "
H. Schell (FHWA) "

Figure 1

① Existing Bridge
② Proposed Bridge
③ ℄ Existing Channel
④ 20' Wide Bottom Channel Change
⑤ Match Existing Channel
⑥ Proposed Transition Wall
⑦ Equipment Ford Side Slopes
Determined By Field Engine
⑧ Earth Berm
⑨ Proposed Hwy Alignment
⑩ Flow From Backwater At Ex
⑪ Swale
⑫ Existin

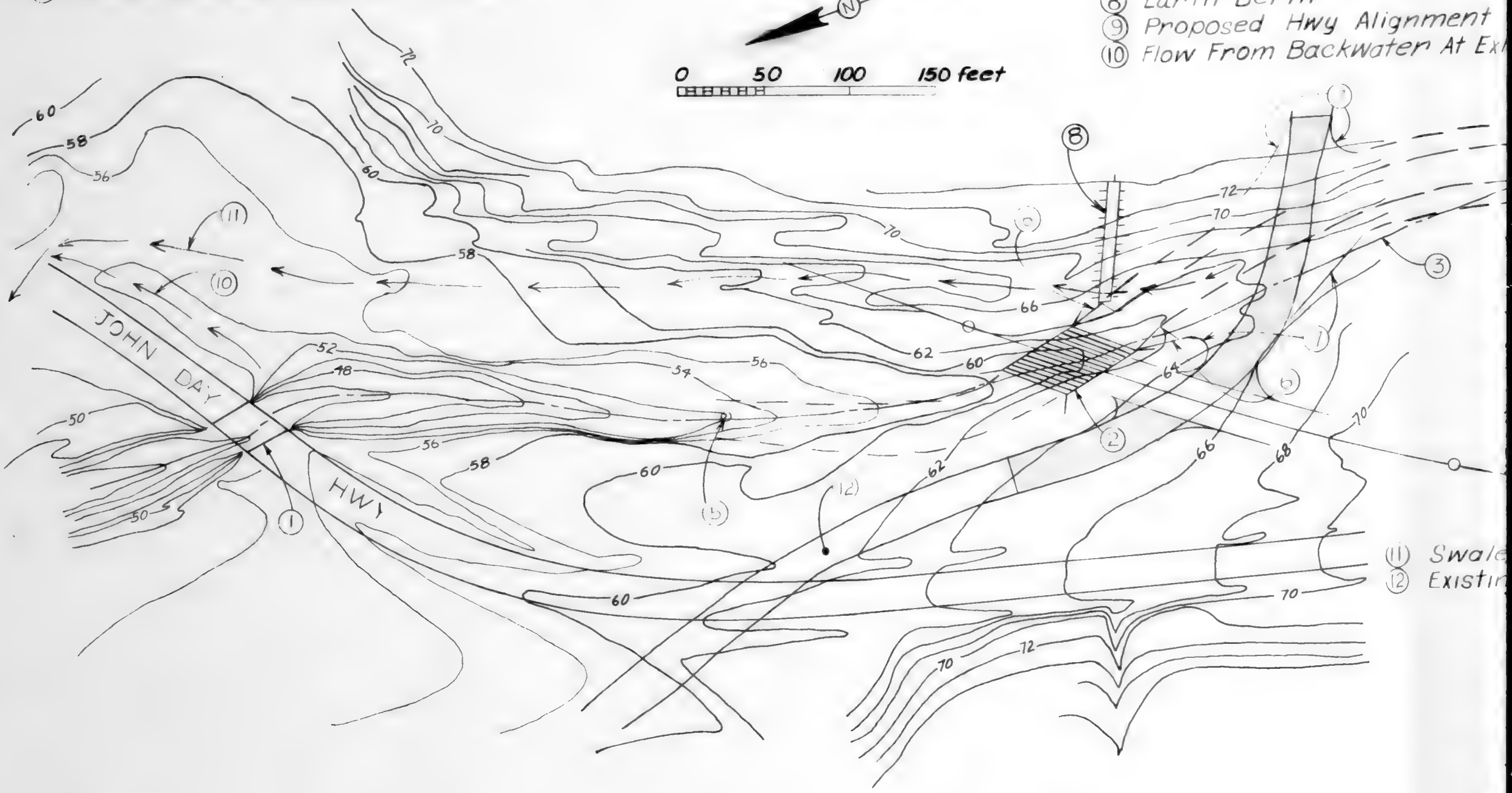

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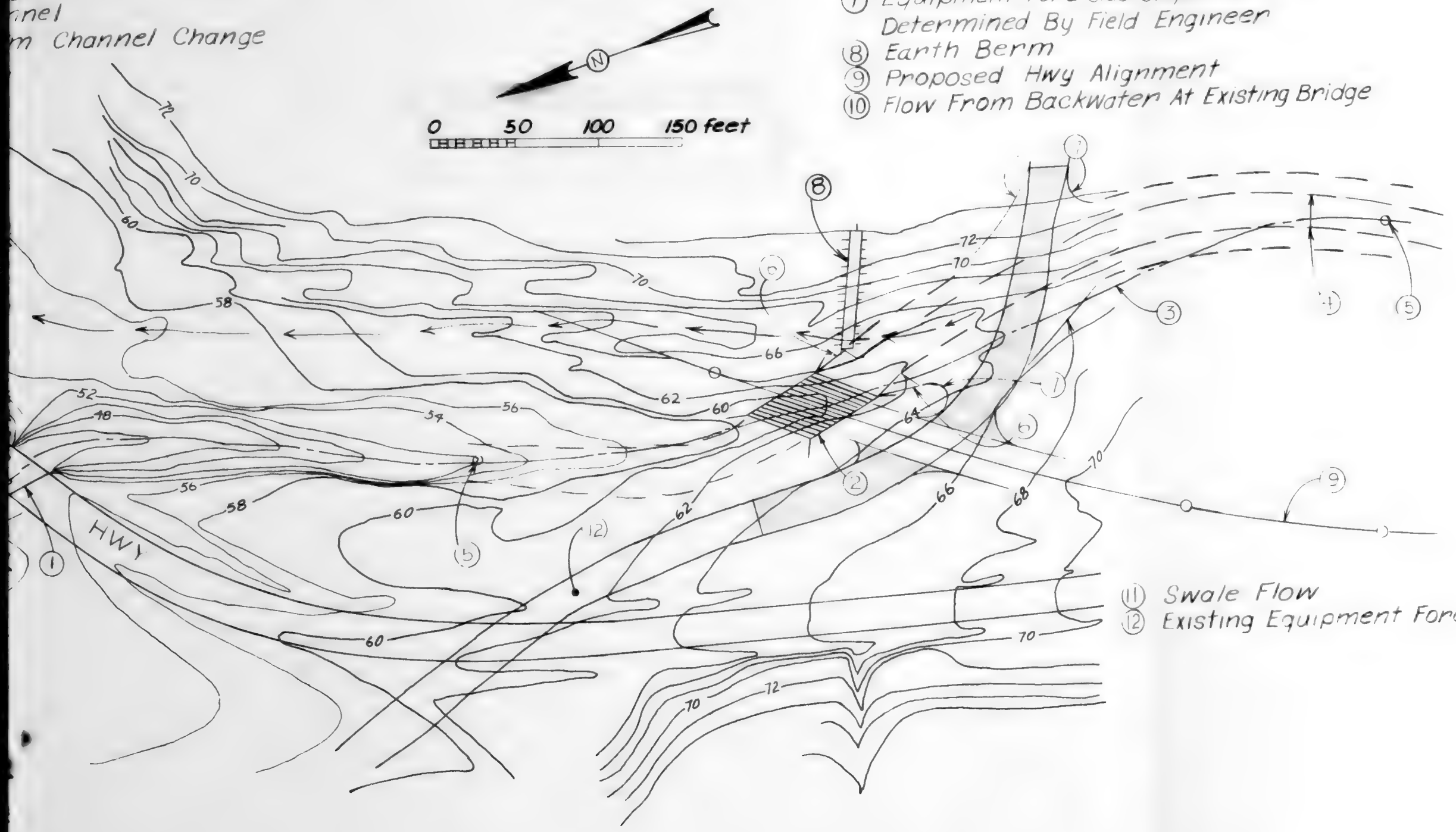
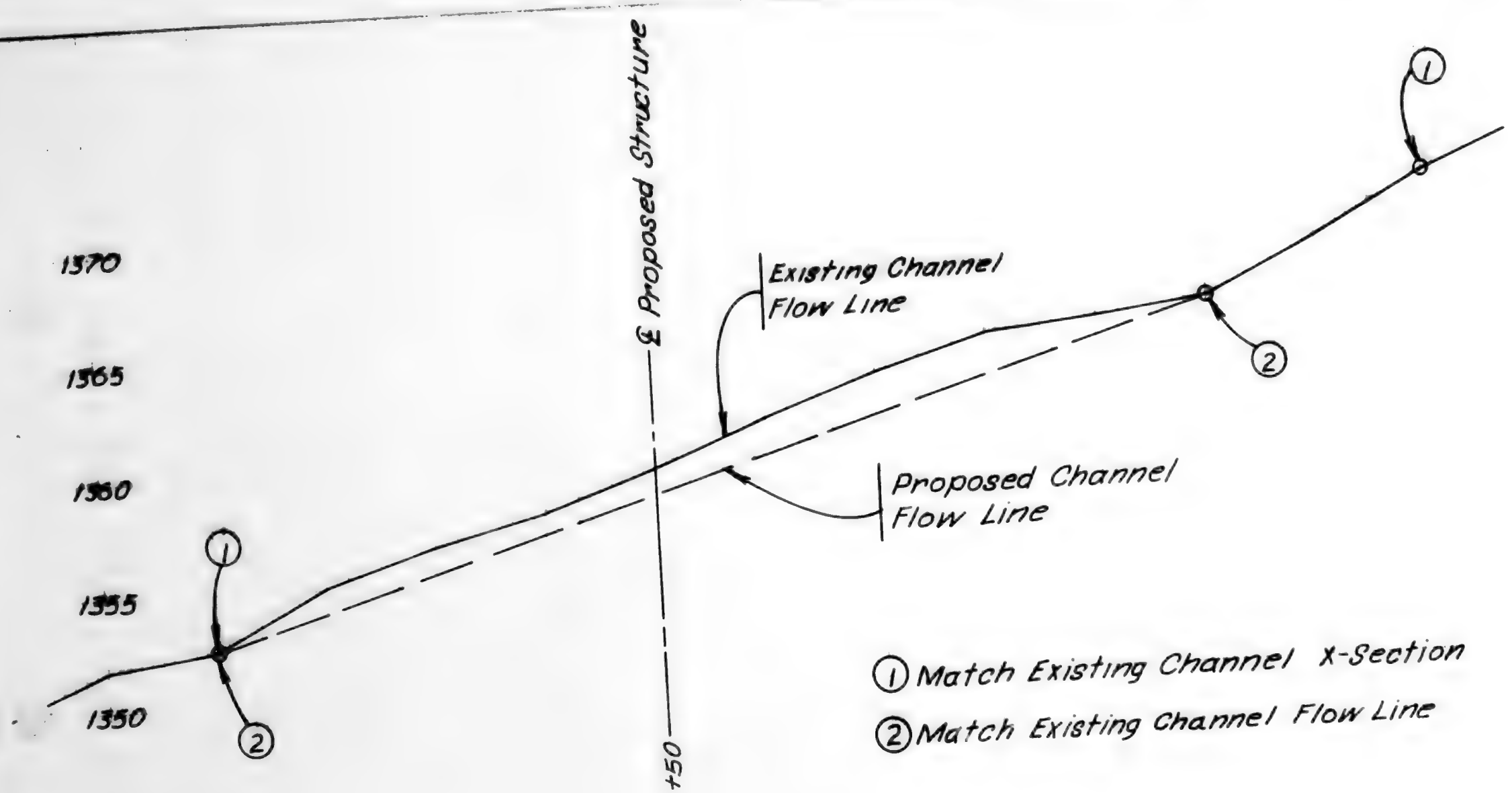
Figure 1



(5) Match Existing Channel
(6) Proposed Transition Wall
(7) Equipment Ford Side Slopes To Be Determined By Field Engineer
(8) Earth Berm
(9) Proposed Hwy Alignment
(10) Flow From Backwater At Existing Bridge
(11) Swale Flow
(12) Existing Equipment Ford

Figure II



① Match Existing Channel X-Section

② Match Existing Channel Flow Line

HYDRAULIC DATA

	DESIGN FLOOD	BASE FLOOD		MAXIMUM FLOOD YEAR (1978)
Discharge cfs / m^3/s	6100			6100
Frequency — yrs.	NA	100		NA
H.W. Elevation ft. / Natural Channel m.				
H.W. Elevation ft. / Channel Change m.	1364.2			
Average Velocity fps / mps	34.9			
Headwater Elevation ft. / m.				
Tailwater Elevation ft. / m.				

For Canals: "DESIGN FLOOD" = Design Flow
"Discharge" = Capacity

REMARKS:

OREGON DEPT. OF TRANSPORTATION
HYDRAULICS UNIT

JUNIPER CANYON BRIDGE #795
JOHN DAY HIGHWAY, M.P. 19.16 (FAP 6)
GILLIAM COUNTY

COMPILED BY:
GENE M. FINLEY

DATE:
JULY 8, 1981

U. S. DEPARTMENT OF TRANSPORTATIC FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

FEDERAL AID PROJECT NO.: F-6(4)

STATE PROJECT NO.: See below

FROM:
G. L. Green, Division Administrator
FHWA - Oregon Division

PROGRAM NO.:

ITEM NO.: 10073

COUNTY NAME: Gilliam

PROGRAM STAGE (Check) ☐ 1. ☐ 2.

TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

RECEIVED
STATE HWY ENG
DEC 15 '80
REFER TO
FOR
Info | Inves | R/D | Sec | Sp | Art | File

DATE PS&E APPROVED	DATE AUTHORIZATION EFFECTIVE	FEDERAL ROUTE NUMBER	STATE ROUTE NUMBER
	12/4/80	Primary 6	Primary 5

GENERAL LOCATION:

Juniper Canyon Bridge Section

GENERAL DESCRIPTION OF WORK:

Preliminary Engineering

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

PRELIMINARY ENGINEERING TO DETERMINE
☐ LOCATION ONLY

PRELIMINARY ENGINEERING FOR SURVEY AND PLAN
☒ XX PREPARATION — Including archeological salvage and utility preparatory work.
TEC $23,200 - F.F. $18,560

☐ OTHER (Specify)

☐ ACQUISITION OF RIGHT-OF-WAY

CONSTRUCTION • ADVERTISE FOR RECEIPT
☐ OF BIDS

☐ CONSTRUCTION • PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

As requested by Mr. Swan's PEA dated 11/24/80.

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
12/4/80	G K Hansen	for Division Administrator

FORM PR-1240 (REV. 8-70) EXISTING STOCKS OF FORM PR-1240 (REV. 6-68) WILL BE USED

☆ U. S. GOVERNMENT PRINTING OFFICE: 1975 O-11 855

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Intergovernmental Relations Division
155 Cottage ST . S.E.
Salem, Oregon 97310, Phone 378-3732
Toll Free Number - 1-800-452-7813

APPLICANT: ~~OR DOT HWY DIV~~

PROJECT TITLE: ~~Juniper Canyon Bridge No 795~~

DATE: 11/4/80 sent 10-7-80

The state has reviewed your project and reached the following conclusions:

[XX] No significant conflict with the plans, policies or programs of state government have been identified ~~and your proposal is endorsed as presented~~. XXXX

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Intergovernmental Relations Division

Intergovernmental Relations Division
155 Cottage ST NE
Salem, Oregon 97310, Phone: 378-3732

OCT 28 1980

P N R S STATE REVIEW

Project #: 8010 2 290 Due Date OCT 31 1980

To Agency Addressed: If you intend to comment but cannot respond by the return date, please notify us immediately. If no response is received by the due date, it will be assumed that you have no comment and the file will be closed

---

PROGRAM REVIEW AND COMMENT

To State Clearinghouse: We have reviewed the subject Notice and have reached the following conclusions on its relationship to our plans and programs:

( ) It has no adverse effect.

( ) We have no comment.

(XX) Effects, although measurable, would be acceptable.

( ) It has adverse effects. (Explain in Remarks Section)

( ) We are interested but require more information to evaluate the proposal. (Explain in Remarks Section)

( ) Please coordinate the implementation of the proposal with us.

(XX) Additional comments for project improvement. (Attach if necessary)

REMARKS (Please type or print legibly)

Agency Fish & Wildlife By James A. Kreuter
Environmental Manager

PNRS 8G10-2-290

The Oregon Department of Fish and Wildlife has no objection to the Juniper Canyon Bridge Project in Gilliam County provided the following conditions are observed:

1. Work is confined to the low or no flow period.

2. Soils disturbed by the project are stabilized and re-vegetated.

3. All project debris is removed from the stream channel.

We appreciate the opportunity to review and comment on this project proposal.

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Intergovernmental Relations Division
155 Cottage ST NE
Salem, Oregon 97310, Phone: 378-3732

RECEIVED
OCT - 8 1980
DIVISION OF STATE LANDS

INTERGOVERNMENTAL RELATIONS DIVISION
OCT 14 OCT 31 1980

P N R S STATE REVIEW

Project #: 8011-2 290 Due Date: 10/31/80

To Agency Addressed: If you intend to comment but cannot respond by the return date, please notify us immediately. If no response is received by the due date, it will be assumed that you have no comment and the file will be closed

---

PROGRAM REVIEW AND COMMENT

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( ) We are interested but require more information to evaluate the proposal. (Explain in Remarks Section)

( ) Please coordinate the implementation of the proposal with us.

(✓) Additional comments for project improvement. (Attach if necessary)

If the project would require the removal, fill or alteration of 50 cubic yards or more of material within the banks of the waterway(s), we urge the applicant to apply for state fill or removal permits well in advance of construction deadlines to prevent unnecessary project delays. Specific information on the need for permits may be obtained from the Division of State Lands' office at 1445 State Street, Salem, OR 97310. Phone 378-3805.

Thank you for the opportunity to comment on this project.

Agency Lands By C.H.

Form FHWA 121 (1/80)

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

THE OREGON DIVISION - Salem
UNITED STATES GOVERNMENT

memorandum

Subject: Oregon Project BRF-6(-)
Project Category Request
Juniper Canyon Bridge No. 795
John Day Hwy., Gilliam County

Date: October 23, 1980

From: G. L. Green, Division Administrator

Reply to Attn. of: HFO.4/5-OR

To: Mr. G. A. Potter, Manager, Environmental Section, OSHD

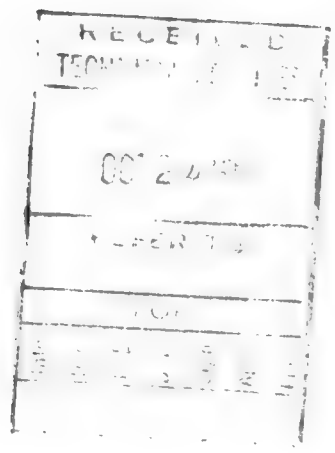
The subject project category request submitted with your September 30, 1980, letter has been reviewed.

We concur with your finding that the proposed project should be classified as Category 3, Categorical Exclusion.

Original Signed By
P. V. RIEDL
Environmental Coordinator
Engineer

G. L. Green

cc:
OSHD (E S Hunter, Tech Svcs)
OSHD (Reg IV, Env)



(#2)

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO 6

October 7, 1980

TO Executive Department
Federal Aid Coordination Unit

East Central Oregon Association of
Counties
P.O. Box 1207
Pendleton, Oregon 97801

FROM D. E. Swan
Operation Programming Engineer

SUBJECT Notice of Intent for Federal Aid Funds
State Admin. Dist. No. 12
Section: Juniper Canyon Bridge No. 795
Highway: John Day Hwy. OR-207
County: Gilliam

cc H.S. COULTER

In accordance with Executive Memorandum 02-270-20, attached are copies of the Notices of Intent for the subject project.

Early programming of this project for advance planning in anticipation of future construction is necessary; therefore, your prompt attention to this proposal will be appreciated.

Allowing time for your review, we estimate the date of filing for federal aid funds on this project to be November 10, 1980.

BLG:dmc
Attachments
cc: G. L. Green, FHWA
H. S. Coulter
F. E. Terpin
J. B. Boyd (2)
J. H. Versteeg(3)
Gary Potter
W. J. Hart
Reg. 4 Engr: D.D. Allen
Dis. 12 Engr: H.W. Oswald
Aeronautics Division
David Powers, Parks
B. L. Gifford

RECEIVED
STATE HWY ENGR
OCT 7 - '80
REFER TO
FOR
Instr. Answer Ref. Info Sig. Act. File

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

NOTIFICATION OF INTENT TO APPLY FOR FEDERAL AID

For Internal Use Only	1-8] PNRS #	Page One

02	12] APPLICANT: Department of Transportation	[45	46] DIVISION: Highway			[79
03	12] APPLICANT ADDRESS STREET: Transportation Building	[45	46] CITY: Salem	[60	76] ZIP: 97310	[80
04	12] CONTACT PERSON: D.E. Swan	[45	46] AREA CODE: 503 [48	49] PHONE: 378 [55	56] EXTENSION: 6563	[59
01	12] PROJECT TITLE: Juniper Canyon Bridge No. 795					[71
11	12] PROJECT LOCATION—CITY: John Day Hwy. OR-207		PROJECT LOCATION—COUNTY: Gilliam		PROJECT LOCATION SEC: T: R:	[79
05	SUMMARY PROJECT DESCRIPTION (ATTACH SUPPORTING DOCUMENTS AS NECESSARY—SEE INSTRUCTIONS ON BACK) 12] Replace existing 22' wide x 23' long structure (Suff. Rating 18.8)					[71
06	12] The new structure will be on a new alignment that will eliminate					[71
07	12] the need for stage construction.					[71
08	12]					[71
09	12]					[71
10	12]					[71

12	AMOUNT REQUESTED—FEDERAL FUNDS		NON-FEDERAL MATCHING FUNDS		OTHER	TOTAL
	12] (A) Grant [19	20] (B) Other [27	28] (C) State [35	36] (D) Local [43	44] (E) FUNDS [51	52] (F) FUNDS [60
	51,200	----	8,800	----	----	64,000

13	12] TYPE OF OTHER FEDERAL FUNDS (See 12B) [45	46] TYPE OF OTHER NON-FEDERAL FUNDS (See 12E)	[79
14	12] FEDERAL PROGRAM TITLE: Title 23 USC Highways		[71
15	12] FEDERAL AGENCY NAME: U. S. Department of Transportation [45	46] FEDERAL SUB-AGENCY NAME: FHWA	[79

17 **(A) TYPE OF APPLICANT:** (Check (X) the single most applicable box)

STATE	INTER-STATE	COUNTY	CITY	SCHOOL DISTRICT	SPECIAL DISTRICT	COMMUNITY ACTION	SPONSORED ORGANIZATION	OTHER
[X] 12	☐ 13	☐ 14	☐ 15	☐ 16	☐ 17	☐ 18	☐ 19	☐ 20

(B) TYPE OF ACTION: (Check (X) as many boxes as apply to this action)

NEW GRANT	CONT. GRANT	SUPPL'T GRANT	INCREASE DURATION	DECREASE DURATION	CANCELLATION	INCREASE DOLLARS	DECREASE DOLLARS
[X] 21	☐ 22	☐ 23	☐ 24	☐ 25	☐ 26	☐ 27	☐ 28

(C) HAS DISTRICT CLEARINGHOUSE BEEN NOTIFIED? Yes XX 29 ☐ No 30 Date: Oct. 7, 1980

(D) REVIEW REQUIRED by A-95 Yes [X] 31 ☐ No 32

(E) ENVIRONMENTAL IMPACT ☐ Yes 33 XX No 34

(F) HOUSING RELOCATION REQUIRED ☐ Yes 35 XX No 36

(G) ESTIMATED APPLICATION FILING DATE: 41] MONTH [42 November | 43] DAY [44 10 | 45] YEAR [46 1980

ADDITIONAL INFORMATION—ALL APPLICANTS

I. A. Is the project consistent with the city or county comprehensive plan, zoning and subdivision ordinance? No ☐ Yes ☒

I. B. Is the proposal consistent with statewide land use goals? No ☐ Yes ☒

I. C. Is the proposal consistent with state and regional plans? No ☐ Yes ☒

II. Will the project have an impact on a neighboring jurisdiction? No ☒ Yes ☐

If so, is the project consistent with the comprehensive plan for that jurisdiction? No ☐ Yes ☐

III. Explain deviations if any, from pertinent plans.

IV. Federal Catalog number (or Public Law no. and title) 20.205 Highway Planning & Construction

V. Has funding agency been notified? No ☐ Yes ☒ Date: October 7, 1980

VI. If project includes state funds (12C), identify agency HIGHWAY

STATE AGENCIES ONLY

VIII. (a) IS PROGRAM BUDGETED ☐ NON-BUDGETED ☐

(b) STATE SHARE

GENERAL FUND CASH	OTHER FUND CASH	IN KIND
$_____	$_____	$_____

(c) FUNDING METHOD

	FEDERAL SHARE	STATE SHARE	TOTAL
First Year	%____ $_____	%____ $_____	%____ $_____
Second Year	%____ $_____	%____ $_____	%____ $_____
Third Year	%____ $_____	%____ $_____	%____ $_____

(d) WILL PROGRAM REQUIRE HIRING OF NEW STATE EMPLOYEES? No ☐ Yes ☐ Number _____

(e) Will accounting for this grant be administered by the Executive Dept. Accounting Division? Yes ☐ No ☐

PLEASE ATTACH ANY ADDITIONAL NARRATIVE OR REMARKS

This is a Category 3 Project of Categorical Exclusion according to the new environmental quality guidelines.

OREGON STATE HIGHWAY DIVISION
PROJECT CATEGORY REQUEST

BRF-6(-)

A. Project Identification:

Date September 29, 1980

Section Juniper Canyon Bridge No. 795
City _____ Hwy. No. 5
Highway John Day
Begin M.P. 19.00 Length 0.4
County Gilliam
Program Estimate $64,000.
Region Four
Funding Source HBR
(Attach Sketch Map)

B. Purpose, Need, and Description of Project (Describe Alternatives):

Replace existing 22' wide x 23' long structure (Suff. Rating 18.8)

The new structure will be on a new alignment that will eliminate the need for stage construction.

The alternative is to conduct costly maintenance operations for an undetermined length of time, which will only delay the replacement.

C. Recommended Project Category and Documentation:

Project Category	Documentation
1	Draft and Final EIS
2	Environmental Assessment and Finding of No Significant Impact
X 3	Categorical Exclusion

Other Documentation:

- ☐ Wetlands Finding
- ☐ Cultural Resource Survey
- ☐ Section 106 Procedures
- ☐ Noise Study Report
- ☐ Indirect Source Construction Permit
- ☐ Section 4(f) Determination

Basis for Recommended Category:

The amount of acreage and number of parcels in the estimated R/W acquisition is not significant.

D. Descriptions:

	Existing Facility	Proposed Facility
Number of Traffic Lanes	2	2
Median (Yes/No)	No	No
Shoulders (Yes/No, Paved, Gravel)	Yes - Paved	Yes - Paved
Average Daily Traffic (Volume/Year)	200	200
Alignment (New, Combined, Existing)		New
Speeds (Posted/Estimated)	55	55

(11-16-79)

E. Preliminary Assessment of Enviromental Impacts:

1. Estimated Right-of-Way Impacts:

Acres	1
Estimated Number of Parcels	1
Residential Relocation (No.)	None
Business Relocation (No.)	None

2. Estimated Impact on Land Use:

None - the new alignment will be in the old creek bed.

3. Estimated Impact on Traffic Volumes, Flow, Patterns, and Safety:

Safety will be enhanced - no effect on traffic volumes, flow, or patterns.

4. Estimated Impact on Rivers, Stream, Wetlands, Rare or Endangered Species or Other Natural Ecological Resources:

None - the existing channel is dry for 9-10 months of the year. Because of its intermittent nature, the stream is not navigable. There will be no channel change although the new roadbed will occupy a part of the existing channel. No wetlands are affected.

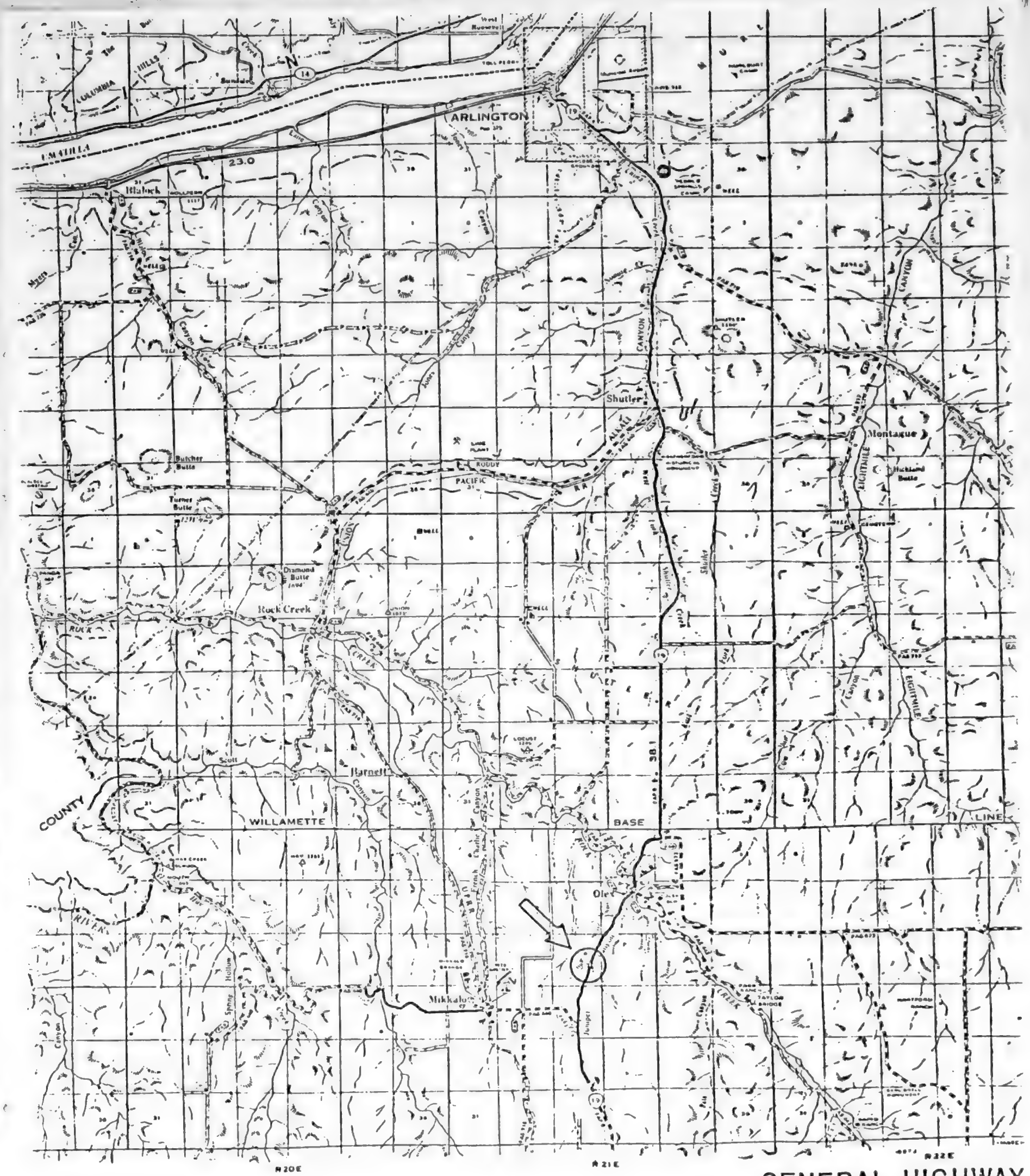
5. Estimated Impact on Parks, Historic Properties, or Other Cultural or Scenic Resources:

None - the location is in a canyon.

6. Preliminary Identification of Areas of Critical Concern and Controversial Issues:

None

Name of Preparer and Phone Number: John Hagedorn 382-1911



KEY TO COUNTIES

GENERAL HIGHWAY

GILLIAM CO

OREGON

9482

LOCATION PROSPECTUS

NOTE: SHADED AREAS TO BE COMPLETED IN SALEM OFFICE

OREGON DEPARTMENT OF TRANSPORTATION
LOCATION UNIT

3-31-80

5

DATE

PREFIX

1 - IDENTIFICATION

PROJECT NAME: Juniper Canyon Bridge #795

HIGHWAY NAME: John Day

HIGHWAY NUMBER: 05

REGION	ADMINISTRATIVE DISTRICT	COUNTY	CITY
4	9	Gilliam	

LENGTH	MILEPOST NUMBER				
0.1	19.1	TO	19.2	[X] RURAL	[ ] URBAN

LOCAL GOVERNMENT PROJECT? [ ] YES [X] NO

IF YES, UNIT OF GOVERNMENT:

TYPE OF FUNDS: [ ] FAI [ ] FAP [ ] FAS [ ] STATE [ ] FAUS [X] OTHER SBRP

METHOD OF CONSTRUCTION: [X] CONTRACT [ ] STATE FORCE [ ] OTHER

TYPE OF WORK: [ ] GRADING [ ] PAVING [X] STRUCTURE [ ] SIGN [ ] SIGNAL [ ] ILLUMINATION [ ] ROADSIDE IMPROVEMENT [ ] OTHER

PROJECT DESCRIPTION

Replace 22' wide X 23' long structure.

2 - TRAFFIC DATA

EXISTING AVERAGE DAILY TRAFFIC (YEAR-VOLUME)	PROJECTED AVERAGE DAILY TRAFFIC (YEAR-VOLUME)
1978 - 200	

LEVEL OF SERVICE	A	B	C	D	E	F
EXISTING	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
PROPOSED	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]

DESIGN SPEED (MPH)	DESIGN STANDARDS	TRAFFIC ANALYSIS		
30-35	AASHTO	[X] LIGHT	[ ] MEDIUM	[ ] HEAVY

3-31-80
Frank E. Turpin
Location Engineer

3 - FEATURES	EXISTING NUMBER AND WIDTH	PROPOSED NUMBER AND WIDTH
TRAVEL LANES	two - 10'	two - 12'
SHOULDERS	two - 1'	two - 4'
MEDIANS		
PARKING LANES		
SIDEWALKS		
BIKEWAYS		
INTERCHANGES		
OTHER:		

	YES	NO	MAYBE
Channelization	☐	☒	☐
Frontage Roads	☐	☒	☐
Traffic Signals	☐	☒	☐
Signing	☐	☒	☐
Illumination	☐	☒	☐
Structures	☒	☐	☐
Stage Construction	☒	☐	☐
Pedestrian Crossing	☐	☒	☐
Rest Area	☐	☒	☐
Truck Scale Site	☐	☒	☐
Landscaping	☐	☒	☐
Drainage	☒	☐	☐
River _____	☐	☒	☐
Stream Juniper Canyon	☒	☐	☐
Storm Sewer	☐	☒	☐
Sanitary Sewer	☐	☒	☐
Right of Way	☐	☐	☒
Simple Acquisition	☒	☐	☐
Complex Acquisition	☐	☒	☐
Relocations	☐	☒	☐

	YES	NO	MAYBE
Right of Way (cont.) Improvements	☐	☒	☐
Access Control	☐	☒	☐
Railroad Crossing	☐	☒	☐
At Grade	☐	☒	☐
Separated	☐	☒	☐
Railroad Encroachment	☐	☒	☐
Permits	☒	☐	☐
Conditional Use	☐	☒	☐
Flood Plain	☐	☒	☐
Irrigation District	☐	☒	☐
Water District	☐	☒	☐
Drainage District	☐	☒	☐
Div. of State Lands	☐	☐	☒
Dept. of Geology & Min. Ind.	☐	☒	☐
Corps of Engineers	☐	☐	☒
Coast Guard	☐	☒	☐
DEQ NPS Air Pollution	☐	☒	☐
DEQ NPS Water Pollution	☐	☒	☐
Building	☐	☒	☐
Fish & Wildlife Approval	☒	☐	☐

3 - FEATURES (cont.)

	YES	NO	MAYBE		YES	NO	MAYBE
Agreements (City-County Etc.)	☐	☒	☐	Hydraulics Study	☒	☐	☐
Environmental Assessment	☒	☐	☐	Soils Investigation	☒	☐	☐
Statewide Assessment	☐	☐	☒	Airport Clearance	☐	■	☐
Negative Declaration	☐	☒	☐	Economic Analysis	☐	☒	☐
Environmental Impact Statement	☐	☒	☐	Requires Field Survey	☒	☐	☐
4-F Statement	☐	☒	☐	Old Survey Available	☐	☒	☐
Citizen Advisory Committee	☐	☒	☐	Requires Vicinity Map	☒	☐	☐
Public Hearing _____	☐	☒	☐	Requires Photogrammetry	☐	☒	☐
Borrow Source	☐	☐	☒	Requires Reconnaissance Survey	☐	☒	☐
Material Source	☐	☒	☐	Reconnaissance Available	☐	☒	☐
Utilities	☐	☐	☒	Design Review	☐	☐	☒

Type _____

4 - WORK ITEMS

	TO BE PERFORMED BY APPLICANT	STATE	CONSULTANT
PRELIMINARY ENGINEERING	☐	☒	☐
RIGHT–OF–WAY	☐	☒	☐
CONSTRUCTION ENGINEERING	☐	☒	☐

5 - DURATION TIMES (MONTHS)

	FLOAT	ACTIVE
RECONNAISSANCE SURVEY	( )	N/A
DRAFT ENVIRONMENTAL IMPACT STATEMENT	( )	N/A
CORRIDOR APPROVAL	( )	N/A
FIELD SURVEY	(2)	1.0
PRELIMINARY DESIGN	( )	N/A
DESIGN APPROVAL/FINAL EIS	( )	N/A
RIGHT-OF-WAY DESCRIPTIONS	( )	N/A
RIGHT-OF-WAY ACQUISITION	(6.0 mons.)	4
P.S. & E. DOCUMENTS	(1)	4
RECOMMENDED CONSTRUCTION DATE	March '80 (Region)	F 1Q '82 (Salem)

6 - SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING
N/A		

7 - TYPICAL SECTION AND LOCATION

Attach 8½ x 11 inch sheets for general location map and typical section (roadway & structure).

8 - PROJECT COST ESTIMATES

	REGION	SALEM
PRELIMINARY ENGINEERING	$ 1,000	$ 22,200
RIGHT OF WAY		1,000
TRAFFIC CONTROL		10,000
ILLUMINATION		
STRUCTURES		100,000
RAILROAD		
ROADWAY		
OTHER _____		
ENGINEERING & CONTINGENCIES		incl. above
PROJECT TOTAL		$ 133,200

SUBMITTED BY _____

ARLINGTON

Blalock

Shutler

Montague

Butcher Butte

Turner Butte

Diamond Butte

Rock Creek

Hickland Butte

Horn Butte

Scott

Burnett

Olex

Mikkalo

WILLAMETTE

BASE

LINE

COUNTY

R20E

R21E

R22E

KEY TO COUNTIES

GENERAL HIGHWAY M

GILLIAM COUI

OREGON

DATE: March 30, 1979

TO: OREGON TRANSPORTATION COMMISSION

ORIGINAL SIGNED BY H. S. COULTER

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Finance Approval
Special Bridge Replacement Projects (19)

On the Consent Calendar for the April 17 meeting will be a request to approve 19 Special Bridge Replacement projects. These projects are not on the Six-Year Program.

The 1978 Federal-Aid Highway Act provided additional Special Bridge Replacement funds and the attached list of 19 bridge projects have been identified as needing reconstruction with these additional funds. The 19 bridge projects are estimated to cost $11,000,000 with Federal participation of $8,800,000 and State matching funds of $2,200,000.

These projects have been investigated and are eligible for funding under the Special Bridge Replacement Program. I recommend your approval of the projects and request authorization to sign the project agreements for and on your behalf.

MJ:dmc
Attachment

bc: F. B. Klaboe
C. M. Head
L. W. Rulien
E. S. Hunter
C. T. Keasey
D. H. Hoehring
R. L. Schroeder
W. J. Hart
J. H. Versteeg
F. E. Terpin
V. E. Skoog
E. L. Hardt
C. O. Fredrickson
A. Shirley
Dale Allen
W. E. Schwartz
George Dell

1982	Valley of the Rogue State Park, Suncrest and Siskiyou Safety Rest Areas. (Building & Build. Imp.)	9483

STATE COPY

rll

cc: OSHD (Coulter)

US Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

REGION NO.	REPORT NO.	COUNTY	DIVISION
10	2	Jackson	Oregon
DATE OF REPORT	**REPORT MADE BY**		**PROJECT NO.**
9/21/84	W. N. Bryant, Area Engineer		IR-5-1(99)10
COMPLETION DATE (Actual)	**ACCEPTANCE DATE BY CONRTACT AGENCY**	**TIME ELAPSED**	**CONTRACT TIME**
1/11/83	6/8/83	106 %	160 CD

LOCATION

10 miles north of California State Line, north 35.7 miles

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)
A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

VALLEY OF ROGUE-SUNCREST-SISKIYOU SAFETY REST AREAS
PACIFIC HIGHWAY
Building & Building Improvements

This project provided for the removal of architectural barriers to the handicapped at the above three safety rest areas. The work included the construction of a new toilet building, water lines, and sewer lines at the Valley of the Rogue State Park plus necessary construction and revisions to the toilet buildings at the Suncrest and Siskiyou Rest Areas.

A contract in the amount of $56,537.99 was awarded V. Peter Larsen; Anderson, California on 6/4/82. Work began on 7/28/82 and was completed in reasonably close conformance with the approved plans and specifications including approved changes on 1/11/83 at a final estimated cost of $91,050.15 which includes $55,784.62 for bid item work, $999.40 for approved price agreement work, $385 credit for liquidated damages, $843.95 credit for approved adjustments, $13,414.16 for approved force account work, $743.75 for State force work and $21,337.17 for construction engineering.

A total of 191.5 calendar days were used in completing the work as compared to the 160 calendar days allowed under the contract. A 20 calendar day time extension was approved on 12/15/82 leaving 11.5 calendar days for which liquidated damages have been assessed.

There were no major significant overruns or underruns of the original bid items.

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
OCT 10 '84
REFER TO
Fredricksen
FOR

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE		SIGNATURE	
W. N. Bryant		G. K. Hossner	
TITLE	DATE	TITLE	DATE
Area Engineer	10/9/84	Field Operations Engineer	10/9/84

FORM FHWA 1446B (Rev 2-84) PREVIOUS EDITIONS MAY BE USED.

TO BE COMPLETED BY FHWA		Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER F-45	U.S. Department of Transportation **Federal Highway Administration** **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** 8-3-84	State Oregon
PROJECT REPORT NUMBER		County Jackson
MODIFICATION NUMBER 2		Project Number IR-5-1(99)10

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on June 22, 19 82, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 82,903	$ 84,793
Federal funds	$ 76,120	$ 78,195
Other revisions		

This modification is made for the following reasons: to include increased construction costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 3rd day of August, 19 84.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By _____

Manager, Program Section
(Title)

XXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

Oregon State Highway Division
Salem, Oregon July 31, 1984

Federal-Aid Project No. IR-5-1(99)10

Valley of the Rogue State Park,
Suncrest and Siskiyou Safety Rest Area
Pacific Highway in Jackson County

REVISED

PROJECT AGREEMENT ESTIMATE

Type Code Y022
Valley of the Rogue State Park

Subtotal of previously revised December 6, 1982			$ 49,024.99
Additional Items			
Install Drains (P.A. #1A)	All Required		$ 200.00
Install Electrical Panel (P.A. #2A)	All Required		169.40
Wiring and Junction Box (P.A. #3)	All Required		630.00
Furnish Toilet Accessories (S.F.O. #3)	All Required		106.00 58
Signing and Painting for Handicap Parking (S.F.C. #3)	All Required		850.00
			$ 1,955.98
		Increase	1,955.98
		Subtotal	50,980.97
		Engineering	7,647.03
		Total	$ 58,628.00

Type Code Y022
Suncrest SRA

Subtotal of estimate of July 15, 1982			$ 12,997.00
		Subtotal	12,997.00
		Engineering	1,949.00
		Total	$ 14,946.00

Type Code Y022
Siskiyou SRS

Subtotal of estimate of June 15, 1982			$ 9,756.00
		Subtotal	$ 9,756.00
		Engineering	1,463.00
		Total	$ 11,219.00

Length of Project 0.00 mi.

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Rogue State Park	$ 58,628.00	$ 54,066.00	$ 4,562.00
Suncrest SRA	14,946.00	13,783.00	1,163.00
Siskiyou SRA	11,219.00	10,346.00	873.00
Total	$ 84,793.00	$ 78,195.00	$ 6,598.00

Group 1 100%
Contract. No. 9483
Prefix: 637-1915C
Prefix: 615-1033

WH:bkb

9483

TO BE COMPLETED BY FHWA
MONTHLY TRANSACTION NUMBER 12-114
PROJECT REPORT NUMBER
MODIFICATION NUMBER 1

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

12-9-82

State	Oregon
County	Jackson
Project Number	IR-5-1(99)10

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on June 22, 19 82, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 65,304.00	$ 82,903.00
Federal funds	$ 60,221.00	$ 76,120.00
Other revisions		

This modification is made for the following reasons: to include increase in construction costs and construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 9th day of December, 19 82.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By _____
Program Management Engineer
(Title)

XX By For: H.S. Coulter, P.E.
State Highway Engineer
(Title)

By _____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)
For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Gen File

Oregon State Highway Division
Salem, Oregon December 6, 1982

Federal-Aid Project
No. IR-5-1(99)10

Valley of the Rogue State Park,
Suncrest and Siskiyou Safety Rest Area
Pacific Highway in Jackson County

REVISED PROJECT AGREEMENT ESTIMATE

Type Code Y022
Valley of the Rogue State Park

Subtotal of previous estimate of June 15, 1982		$34,284.99
Additional Items		
Utility Reparis (E.W.O. #1)	All Required	$ 800.00
Const. 4" PVC Pipeline (E.W.O. #2)	All Required	13,940.00
		$14,740.00
	Increase	$14,740.00
	SUBTOTAL	$49,024.99
	Engineering	7,353.01
	TOTAL	$56,378.00

Type Code Y022
Suncrest SRA

Subtotal of previous estimate of June 15, 1982		$12,997.00
	SUBTOTAL	$12,997.00
	Engineering	1,949.00
	TOTAL	$14,946.00

Type Code Y022
Siskiyou SRA

Subtotal of previous estimate of June 15. 1982		$ 9,756.00
	SUBTOTAL	$ 9,756.00
	Engineering	1,463.00
	TOTAL	$11,219.00

Length of Project --------- 0.00 mi.

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Rogue State Park	$56,378.00	$51,991.00	$4,387.00
Suncrest SRA	14,946.00	13,783.00	1,163.00
Siskiyou SRA	11,219.00	10,346.00	873.00
TOTAL	$82,903.00	$76,120.00	$6,423.00

Group 1 100%
Contract No. 9483
Prefix: 637-1915C
Prefix: 615-1033

STATE COPY

OMB No. 04-R2089

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NO. 6-197	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION FEDERAL-AID PROJECT AGREEMENT	State Oregon County Jackson Project No. IR-5-1(99)10

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

Valley of the Rogue State Park, Suncrest, & Siskiyou SRA's

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANN NG AND RESEARCH (HP & R)		
PRELIMINARY E NGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	5-5-82	0.00
OTHER *(Specify)*		

FUNDS PRO RATA 92.22%

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 65,304.00	$ 60,221.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By _____

Program Management Engineer
(Title)

XX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

_____
(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Date executed by
Division Administrator JUN 22 1982

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

file

Oregon State Highway Division
Salem, Oregon June 15, 1982

Federal-Aid Project
No. IR-5-1(99)10

Valley of the Rogue State Park,
Suncrest and Siskiyou Safety Rest Area
Pacific Highway
Jackson County

PROJECT AGREEMENT ESTIMATE

Type Code Y022
Valley of the Rogue State Park

Mobilization			All Required	$ 2,500.00
Temporary Protection and Direction of Traffic			All Required	500.00
Temporary Signs	51	Sq. Ft.	20.00	24.99
Temporary Barricades	10	Each	16.00	200.00
Flagmen	40	Hour	4.00	640.00
3-inch Plastic Water Pipe	625	Lin. Ft.	10.00	2,500.00
3-inch Galvanized Steel Water Pipe	80	Lin. Ft.	5.00	800.00
6-inch PVC Sewer Pipe	425	Lin. Ft.	8.00	2,125.00
6-inch Cast Iron Sewer Pipe	100	Lin. Ft.	150.00	800.00
Sewer Cleanouts	7	Each	8.00	1,050.00
1 1/4-inch Electrical Conduit	120	Lin. Ft.	22,085.00	960.00
Type 4 Toilet Building	1	Each		22,085.00
				$ 33,984.99

Anticipated Items

Permit Fees	All Required	$ 300.00
	SUBTOTAL	$ 34,284.99
	Engineering	4,971.01
	TOTAL	$ 39,256.00

Type Code Y022
Suncrest SRA

Remodel Existing Toilet Building, Etc. at Suncrest SRA	All Required	$ 12,797.00
		$ 12,797.00

Anticipated Items

Permit Fees	All Required	$ 200.00
	SUBTOTAL	$ 12,997.00
	Engineering	1,881.00
	TOTAL	$ 14,878.00

Type Code Y022
Siskiyou SRA

Remodel Existing Toilet Building, Etc. at Siskiyou SRA	All Required	$ 9,556.00
		$ 9,556.00

Anticipated Items

Permit Fees	All Required	$ 200.00
	SUBTOTAL	$ 9,756.00
	Engineering	1,414.00
	TOTAL	$ 11,170.00

Length of Project ---------- 0.00 mi.

SUMMARY OF FUNDS (92.22%)

Description	Total Cost	Federal Funds	State Funds
Rogue State Park	$ 39,256.00	$36,201.00	$ 3,055.00
Suncrest, SRA	14,878.00	13,720.00	1,158.00
Siskiyou, SRA	11,170.00	10,300.00	870.00
TOTAL	$ 65,304.00	$60,221.00	$ 5,083.00

Group 1 100%
Contract No. 9483
Prefix: 637-1915C
Prefix: 615-1033

9483

July 11, 1984

United States Fidelity & Guaranty Co.
PO Box C19104
Seattle, WA 98109

CON 5
#9483

Gentlemen or Ladies:

Contract No. 9483 awarded to V. Peter Larsen for work on the Valley of the Rogue State Park, Suncrest and Siskiyou Safety Rest Areas adjacent to the Pacific Highway in Jackson County was completed on April 16, 1984, and accepted by the State Highway Division on June 8, 1984.

Final payment in the amount of $156.05 will be released to the contractor after July 16, 1984. The total contract amount is $68,969.23 including $13,414.16 for work performed under force account.

You have been previously advised that claims have been filed with us against the bond on this contract.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

kjm
cc: V. Peter Larsen
Rt. 1, Box 2877
Anderson, CA 96007

bc: C. O. Fredrickson
Walt Hart
V. E. Skoog (Attn: Frank Griffin)
James J. Gix

1433 CL 84-76

F

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
APR 13 1984
NORMA PAULUS
SECRETARY OF STATE

April 12, 1984

IN REPLY REFER TO
FILE NO.:

CON 5
#9483

Schultz, Salisbury, Cauble & Medley
Attorneys at Law
PO Box 378
Grants Pass, OR 97526

Attention: Steven P. Medley

Gentlemen:

This will acknowledge your letter of April 6, 1984, with attached Notice of Claim on behalf of Glen L. Morgan concerning the following Highway Division contract:

FILED BY:	Glen L. Morgan dba Morgan's Quality Masonry
AMOUNT:	$1,078
FOR:	Masonry work
AGAINST (Prime contractor)	V. Peter Larsen
CONTRACT NO.:	9483
PROJECT:	Building and Building improvements in Valley of the Rogue State Park, Suncrest & Siskiyou Safety Rest Areas.
SURETY:	United States Fidelity & Guaranty Co.
AGENT:	George A. Mansfield

We will advise the surety and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your client's claim has been paid.

Sincerely,

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

April 14 1984

cc: V. Peter Larsen
Rt 1, Box 2877
Anderson, CA 96007

United States Fidelity & Guaranty Co.
PO Box C19104
Seattle, WA 98109

bc: Secretary of State: Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

731-0188

NIEL R. ALLEN (1894-1959)
LOUIS F. SCHULTZ, JR.
RAYMOND J. SALISBURY
WALTER L. CAUBLE

STEVEN P. MEDLEY

SCHULTZ, SALISBURY & CAUBLE
ATTORNEYS AT LAW
111 S. E. SIXTH
P. O. BOX 378
GRANTS PASS, OREGON 97526
PHONE (503) 476-8825

ALLEN, SCHULTZ & SALISBURY
(1954-1959)

SCHULTZ & SALISBURY
(1959-1972)

April 6, 1984

Public Records Section
Oregon State Dept. of Transportation
Highway Division
121 Transportation Building
Salem, Oregon 97310

Re: Bond Claim of Glen L. Morgan
Contract 9483

Ladies and Gentlemen:

We are sending with this letter a notice of claim pursuant to ORS 279.528 on behalf of Glen L. Morgan. The claim is made for masonry work done in conjunction with the project covering the Valley of the Rogue State Park and the Suncrest and Siskiyou Rest Areas.

Please file the claim and send a copy to the Secretary of State or the appropriate state office for filing. Thanks for your cooperation.

Very truly yours,

SCHULTZ, SALISBURY, CAUBLE & MEDLEY

Steven P. Medley

SPM:lh
Enclosure

cc: Glen L. Morgan

RECEIVED
APR 9 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTICE OF CLAIM
PER ORS 279.528

To: Oregon State Department of Transportation - Highway Division

Notice is hereby given that the undersigned, Glen L. Morgan dba Morgan's Quality Masonry, has a claim for masonry work he performed in the sum of $1,078.00 against the bond taken from U. S. Fidelity and Guaranty Co. by Peter Larsen for the work on Contract 9483 covering the Valley of the Rogue State Park and the Suncrest and Siskiyou Rest Areas.

DATED this 6th day of April, 1984.

Glen L. Morgan

RECEIVED
APR 9 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

February 14, 1984

Brown, Hughes, Bird & Lane
Attorneys at Law
P. O. Box 1249
Grants Pass, OR 97526

CON 5
#9483

Attention: Daniel F. Hughes

Gentlemen:

As requested, attached is a copy of the Performance Bond from Contract No. 9483 awarded to V. Peter Larsen for work at the Valley of the Rogue State Park, Suncrest and Siskiyou Safety Rest Areas on the Pacific Highway in Jackson County.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

Att.

LAW OFFICES OF
BROWN, HUGHES, BIRD & LANE
612 N. W. FIFTH STREET
P. O. BOX 1249
GRANTS PASS, OREGON 97526

GENE L. BROWN
DANIEL F. HUGHES
MICHAEL J. BIRD
RICHARD K. LANE
ROBERT E. BREWSTER

TELEPHONE
AREA CODE 503
479-2678

February 7, 1984

Department of Transportation
Transportation Bldg.
Salem, Oregon 97310

Re: Contract No.9483 Valley of the Rogue
State Park Jackson County, Oregon
Primary Contractor V. Peter Larsen

Gentlemen:

As I believe you are aware, our office represents Copeland Sand and Gravel, Inc. regarding a lien in the amount of $1,068.77 plus interest due from December 27th, 1982 to date of payment.

Your file should reflect that on May 6th, 1983 you forwarded to Larsen and U.S. Fidelity & Guaranty Co. a copy of the claim. Neither my client nor myself has received any communications from V. Peter Larsen, nor of course have we received any payment. I spoke with a representative of your office approximately three to four months ago regarding this matter and he indicated that he would appreciate being kept up to date as to whether or not this claim has been satisfied. We would appreciate anything you might do to speed up payment on this matter.

Yours truly,

Daniel F. Hughes

DFH/ps
cc/ Copeland Sand & Gravel
cc/ V. Peter Larsen

RECEIVED
FEB 9 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

RECEIVED
STATE HWY ENGR
FEB 8 '84
REFER TO
FOR
Info | Inv. | R/D | D A | Insp | Act | File

DOT DIRECTOR
FEB '84

LAW OFFICES OF
BROWN, HUGHES, BIRD & LANE
612 N.W. FIFTH STREET
P.O. BOX 1249
GRANTS PASS, OREGON 97526

GENE L. BROWN
DANIEL F. HUGHES
MICHAEL J. BIRD
RICHARD K. LANE
STEPHANIE S. SHOWERMAN

TELEPHONE
AREA CODE 503
479-2678

November 29, 1983

U.S. Fidelity & Guaranty Co.
Claims Dept.
100 West Harrison Plaza
Seattle, Washington 98119

Atten: Melia Shears

Re: OSHD #9483 Valley of the
Rogue State Park
Jackson County
V. Peter Larsen - Contractor

Dear Ms. Shears:

Please be advised that our office represents Copeland Sand and Gravel, Inc. of Grants Pass, Oregon. I am communicating to you in regards to my clients furnishing of sand on the above noted project. As you know, the sum of $1,068.77 has been due on said material since December 27th, 1982.

My client first wrote your company on November 17th, 1983, and it is my understanding that the State of Oregon notified you in May of 1983. To date this claim including interest has yet to be paid. I will await your immediate response concerning this matter. Please do not hesitate to call me if you have any additional questions.

Yours truly,

Daniel F. Hughes

DFH/ps
cc/ Copeland Sand & Gravel
cc/ Dept. of Transportation
cc/ V. Peter Larsen

12.5.83 - called Hughes. He will keep us posted on this file - DWG.

RECEIVED
DEC 1 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CL 83-133

VICTOR ATIYEH
GOVERNOR

bc: Secretary of State -
Please acknowledge receipt
of the attached claim on the
enclosed copy of this letter.

FILED
SEP 27 1983
NORMA PAULUS
SECRETARY OF STATE

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

September 19, 1983

IN REPLY REFER TO
FILE NO.:

CON 5
#9483

Ferris & Hunter Law Offices
1175 East Main Street
Medford, OR 97501-7477

Attention: Robert G. Hunter

Gentlemen or Ladies:

This will acknowledge your letter of September 15, 1983, with attached Notice of Claim on behalf of Jack Clement and Fred Sutton dba AAAA Specialized Construction, concerning the following Highway Division contract:

FILED BY:	Jack Clement and Fred Sutton dba AAAA Specialized Construction
AMOUNT:	$5,199 plus interest
FOR:	Labor and materials
AGAINST (Prime contractor)	V. Peter Larsen
CONTRACT NO.:	9483
PROJECT:	Valley of the Rogue State Park, Suncrest and Siskiyou Safety Rest Areas, Jackson County
SURETY:	United States Fidelity and Guaranty Co.
AGENT:	George A. Mansfield

9-28-83 kpm

We will advise the surety and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your client's claim has been paid.

Sincerely,

ORIGINAL SIGNED
Robert W. Gorman
COMMISSION SERVICES

RECEIVED
SEP 28 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc: V. Peter Larsen
Rt. 1, Box 2877
Anderson, CA 96007

United States Fidelity & Guaranty Co.
PO Box 1701
Portland, OR 97207

731-0188

LAW OFFICES
FERRIS & HUNTER, P.C.
1175 EAST MAIN STREET
MEDFORD, OREGON 97501-7477

(503) 772-6115

JOHN E. FERRIS
ROBERT G. HUNTER

September 15, 1983

Clerk or Auditor
Oregon Transportation Commission
Department of Transportation
Highway Division
121 Transportation Building
Salem, OR 97310

Re: Notice of Claim Against Bond Taken From V. Peter Larsen

Dear Sir:

Enclosed is a copy of the Notice of Claim filed against the above referenced bond in this matter. Please call me if you wish to discuss it further.

Sincerely,

ROBERT G. HUNTER

RGH:lkb

enc.

RECEIVED
DEPARTMENT OF TRANSPORTATION

NOTICE OF CLAIM

To: State of Oregon Transportation Commission, Department of Transportations, Highway Division:

Notice hereby is given that the undersigned, JACK CLEMENT and FRED SUTTON dba AAAA SPECIALIZED CONSTRUCTION, have a claim for labor and materials provided by them in the installation of 700' of 3" pipe for a water line, 500' of 6" pipe for a sewer line, a new drinking fountain, and bathroom plumbing and fixtures, in the sum of $5, 199.00 plus interest thereon at the rate of 9% per annum from February 1, 1983, until paid, against the bond taken from V. PETER LARSEN, as principal, and UNITED STATES FIDELITY & GUARANTY COMPANY, as surety, for the work of providing buildings and building improvements at the VALLEY OF THE ROGUE STATE PARK and the SUNCREST and SISKIYOU SAFETY rest areas.

Jack Clement
JACK CLEMENT

Fred Sutton
FRED SUTTON

RECEIVED
DEPARTMENT OF TRANSPORTATION

OFFICE PHONE
476-4441

RESIDENCE PHONE
476-3256

COPELAND SAND & GRAVEL, INC.

P. O. Box 608
695 South East J Street
GRANTS PASS, OREGON 97526

July 29, 1983

U. S. Fidelity & Guaranty Co.
PO Box 1701
Portland, OR 97207

Re: OSHD #9483 Valley of the
Rogue State Park
Jackson County
V. Peter Larsen - Contractor

Gentlemen:

Please consider this our notice of claim in the amount of $1,068.77 due and unpaid against V. Peter Larsen 9090 Lardanel Drive, Anderson, California 96007, for 217.23 Tons of Reject Sand Delivered to the Valley of the Rogue State Park in December 1982.

We have made repeated efforts to contact Mr. Larsen both via telephone and mail notices with no response.

To date we have not received payment and would appreciate your attention in this matter.

Sincerely,

Copeland Sand & Gravel, Inc.

R. D. Copeland, President

cc: OSHD, Salem Or. 97310

Encl. OSHD letter 5-6-83

RECEIVED
AUG - 1 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

1173

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: IR-5-1(99)10

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA Oregon Division
Salem, Oregon

4. PROGRAM NO.:

5. ITEM NO.: 10052

2A. COUNTY NAME: Jackson

6. TO:

Mr. H. S. Coulter, State Highway Engineer
Oregon State Highway Division
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 6-3-83

8. FEDERAL ROUTE NUMBER: Interstate 5

9. STATE ROUTE NUMBER: Primary 1

10. GENERAL LOCATION:

VALLEY OF THE ROGUE STATE PARK, SUNCREST AND SISKIYOU SAFETY REST AREAS

11. GENERAL DESCRIPTION OF WORK

FURNISH AND INSTALL SIGNS AND PAINT "HANDICAP" SIGNS

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☒ CONSTRUCTION PROCEED ON ~~AN AGREED PRICE AND/OR~~ FORCE ACCOUNT BASIS
- ☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, [illegible] the advance authorization date of June 3, 1983, as requested in Mr. Bussey's July 6, 1983 letter as cost effective for the use of State Forces to proceed with the above work. State Force Order No. 3 is approved for a PEC of $850 - FF $784.

RECEIVED
STATE HWY ENGR
JUL 18 '83
REFER TO
Potter
FOR
Info | Inves | R/D | D/R | Sign | Act | File

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
7-12-83	[signature]	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

FORM 81-724-3001

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: Valley of the Rogue State Park, Suncrest and Siskiyou SRA's	WEEK ENDING: June 18,1983	
	SECTION PREFIX: 615-1033	
HIGHWAY: Pacific	COUNTY: Jackson	
NAME OF JOB: 3 Rest Areas	KIND OF WORK: Building and Building Improvements	
CONTRACTOR: V.Peter Larsen	CONTRACT NUMBER: 9483	FEDERAL AID PROJECT NUMBER: IR-5-1(99)10
DATE OF CONTRACT: June 4,1982	DATE WORK STARTED: July 28,1982	ESTIMATED COMPLETION DATE:
AVERAGE FORCE ON PROJECT FOR THE WEEK. MEN: 0 SUPERVISION: 0	SPECIFIED WORK DAYS	WORK DAYS USED
	SPECIFIED CALENDAR DAYS: 160+20	CALENDAR DAYS USED: 191.5
	SPECIFIED COMPLETION DATE	PERCENT OF TIME ELAPSED: 106
PROJECT AUTHORIZATION: $ 84,381.00		PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
EXCLUSIVE OF ENGINEERING: $ 72,338.00	ENGINEERING AUTHORIZATION $ 12,043.00	
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $ 70,728.10	ENGINEERING COST TO DATE $ 20,000.00	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100
ESTIMATED PERCENT OVERRUN / UNDERRUN: 2.2 %	PERCENT OF AUTHORIZATION: 166 %	DATE PROJECT WAS COMPLETED: January 11,1983

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD		
			GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT							
MILES PARTIALLY COMPLETED							
MILES COMPLETED							
TOTAL ESTIMATED QUANTITIES (CONTRACT)							
TOTAL QUANTITIES CORRECTED TO DATE							
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE							
AVERAGE DAILY QUANTITIES							
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME							
NUMBER OF SHIFTS PER DAY							
HOURS PER SHIFT							

EQUIPMENT USED DURING THE WEEK: NONE

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	NA			
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY				
SATURDAY				

RECEIVED
JUN 20 1983
CONSTRUCTION SECTION

OM
CA
[illegible]
TC
PE
CP

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

The project is complete and a semi-final estimate is being prepared in this office. Submittal should be within the month of June.

SIGNED [signature] for Maude LOCATION Medford

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED SUBMIT 3 COPIES

May 25, 1983

CON

V. Peter Larsen Construction
9090 Lardanel Lane
Anderson, CA 96007

Time Extension Request
Valley of the Rogue State Park,
Suncrest & Siskiyou Safety Rest Areas
Contract No. 9483
FAP No. IR-5-1(99)10

Your request for additional contract time in which to complete the above project has been carefully reviewed. The requested eight calendar day extension of contract time is granted due to additional work performed under Extra Work Order No. 2.

The revised completion time for this contract is 188 calendar days and there remains 3 1/2 days of liquidated damages under this contract.

W. E. Schwartz, P.E.
Assistant State Highway Engineer
for Operations

RDC:mk st

bc C. T. Keasey
Jim Gix w/att.
William Maude w/att.
FHWA w/att.
Bob Church

FORM 81.734.3000

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

Medford

May 4, 1983

FILE:

FROM: Vern Neiswanger
Ass't. Proj. Mgr.

SUBJECT: Valley of the Rogue State Park,
Suncrest & Sis-Q SRA's
Contract 9483

TO: J.X. Wilson
Reg. Const. Engr.

Enclosed please find Time Extension Request from V. Peter Larsen requesting 8 days extension on subject project.

I can only recommend 7 days extension for the additional work done on the installation of the water line at Valley of the Rogue State Park. On 12-28-82 we were instructed by the State Plumbing Inspector to install thrust blocks on the 4-inch water line that was being installed under extra work. These thrust blocks were installed the same day. To allow curing time for the concrete, the Contractor was stopped from working until 1-3-83 at which time he spent the full day on chlorinating the new water line. The installation of the thrust blocks and the chlorinating of the water line was in addition to the work proposed for the water line and therefore I feel the Contractor is entitled to the 7 days from 12-28-82 thru 1-3-83.

5-12-83
CC: O.B. Jacksond — I believe we should allow the extra day for final backfill & clean-up.
J.X.W.

5-20-83
W.E. Schwartz —
I concur with Region and recommend a time extension of 8 calendar days. This work was done on EWO #2.
OBJ

CE CAE FOE OCE SCS FCO — RECEIVED — OM CA LS TC FE CP
MAY 16 1983
CONSTRUCTION SECTION

ROSEBURG REGION
RECEIVED
MAY -6 1983

RE	RCE		RDS	FAS
RTS			RSR	RBR
RLE			SEC	AA

CL 83-84

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
MAY 16 1983
NORMA PAULUS
SECRETARY OF STATE

May 12, 1983

IN REPLY REFER TO
FILE NO.:
CON 5
#9483

AAAA/Specialized Construction
2859 Georgia Street
Medford, OR 97501

FILED
5-20-83 BK

Gentlemen:

This will acknowledge your letter dated May 4, 1983, with attached Statement filing a claim against the following Highway Division contract:

FILED BY:	AAAA/Specialized Construction
AMOUNT:	$5,199.90
FOR:	Labor and material
AGAINST (Prime contractor)	V. Peter Larsen
CONTRACT NO.:	9483
PROJECT:	Valley of the Rogue State Park, Suncrest and Siskiyou Safety Rest Areas in Jackson County
SURETY:	United States Fidelity & Guaranty Co.
AGENT:	George A. Mansfield

We will advise the surety and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

RECEIVED
MAY 17 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

cc: United States Fidelity & Guaranty Co.
P.O. Box 1701
Portland, OR 97207

V. Peter Larsen
Route 1, Box 2377
Anderson, CA 96007

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

May 4, 1983

Oregon State Highway Division
Room 121
Transportation Building
Salem, Oregon 97310

Attention: Bob Gorsman
RE: payment claim Job #9483

Sir;

In regard to the above mentioned job we, AAAA/Specialized Construction on July 1, 1982, agreed to furnish labor and material for the sum of $14,463.00 (fourteen thousand four hundred sixty-three dollars) as per specs at that time. At a later date $240.00 (two hundred and forty dollars) was added since new water lines had to be added for the new drinking fountains.

Our contract with Mr. Larson (the general contractor for the job) states that we were to be paid in progressive payments as the work was completed. We still have not received complete payment even though we have totally fulfilled our contract including making all corrections indicated by the State of Oregon on their final 'punch list'.

In a phone conversation with Mr. Larson on April 5, 1983, he stated that he was not going to pay as per contract signed with him.

As we have stated, we are 100% complete. We have made numerous calls and sent many letters to the state highway department and Mr. Larson to no avail. Therefore we are claiming full payment of the contract and the above mentioned extra.

Thank you Jack Clement
Fred Sutton

AAAA/Specialized Construction
2859 Georgia St.
Medford, Oregon 97501
(503) 773-4040
664-1414

JAC,FLS/lc
cc

RECEIVED
MAY - 9 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

4 A-Specialized Construction
P. O. Box 3734
Central Point, Oregon 97502

April 20,1983

V. peter Larson
Rt. 1, Box 2877
Anderson, CA. 96007

STATEMENT

PROJECT: Valley of the Rogue State Park, Suncrest Rest Area, and Siskiyou Rest Area

STATEMENT OF ORIGINAL CONTRACT:

1. Original contract amount	14,463.00
2. Approved change order	240.00
3. Ajust contract amount	14,703.00
4. Value of work completed to date 66%	5,199.90
5. Retainage	00.00
6. Total previous payments recieved	9,503.10
7. Amount due this request	5,199.90

4-20-1983

RECEIVED
MAY - 9 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CL 83-78

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

RECEIVED
MAY 10 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

May 6, 1983

IN REPLY REFER TO
FILE NO.:

FILED
MAY 9 1983
NORMA S. PAULUS
SECRETARY OF STATE

Copeland Sand & Gravel, Inc.
P.O. Box 608
Grants Pass, OR 97526

CON 5
#9483

Attention: R. D. Copeland
President

Gentlemen:

This will acknowledge your letter of May 4, 1983, filing a claim against the following Highway Division contract:

5-13-83 BL

FILED BY:	Copeland Sand & Gravel, Inc.
AMOUNT:	$1,068.77
FOR:	Material
AGAINST (Prime contractor)	V. Peter Larsen
CONTRACT NO:	9483
PROJECT:	Work in Valley of the Rogue State Park, Jackson County
SURETY:	United States Fidelity & Guaranty Co.
AGENT:	George A. Mansfield

We will advise the surety and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

Sincerely,

Robert W. Gormsen

Robert W. Gormsen
COMMISSION SERVICES

cc: V. Peter Larsen
Route 1, Box 2877
Anderson, CA 96007

U.S. Fidelity & Guaranty Co.
P.O. Box 1701
Portland, OR 97207

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

OFFICE PHONE
476-4441

RESIDENCE PHONE
476-3256

COPELAND SAND & GRAVEL, INC.

P. O. Box 608
695 South East J Street
GRANTS PASS, OREGON 97526

May 4, 1983

Department of Transportation
121 Transportation Building
Salem, Oregon 97310

Attention: Mr. R. W. Gormsen

Re: OSHD #9483 Valley of the
Rogue State Park
Jackson County
V. Peter Larsen-Contractor

Gentlemen:

Please consider this our notice of claim in the amount of $1,068.77 due and unpaid against V. Peter Larsen 9090 Lardanel Drive Anderson, California 96007, for 217.23 Tons of Reject Sand delivered to the Valley of the Rogue State Park in December 1982.

We have made repeated efforts to contact Mr. Larsen both via telephone and mail notices with no response.

Thank you for your attention in this matter.

Sincerely,
COPELAND SAND & GRAVEL, INC.

R. D. Copeland, President

RDC/rb

STATE OF OREGON

INTEROFFICE MEMO

TO: Robert Gorsman

DATE: April 8, 1983

FROM: Wm. H. Maude Proj. Mgr.
Vern Neiswanger Ass't. Proj. Mgr.
Vern Neiswanger

SUBJECT: Valley of the Rogue State Park,
Suncrest & Sis-Q SRA's
Contract 9483

Please File. R

Enclosed please find letter from AAAA Specialized Const. (Sub-Contractor) claiming that V. Peter Larsen Co. (Prime Contractor) still owes them $ 4,959.90 for services rendered.

Pete Larsen agrees that the money is due but is holding off payment until the remaining work is 100 % completed. They are at a stalemate as AAAA will not do any more work until they get paid.

We have notified Pete Larsen that the Calander Day charges will start again on April 25, 1983 if all the contract work is not 100% completed by that date.

xc: I. X. Wilson

Maude 776-6001

April 7, 1983

Oregon State Highway Department
2690 N. Pacific Hwy.
Medford, Oregon 97501

Attention: Vern

Sir;

In reply to your letter dated March 20, 1983. We have made phone calls to Mr. Pete Larson in Anderson, California; January 9, 12 and 14; March 6, in pusuit of money owed to AAAA/Specialized Construction.

On April 6, 1983, we talked to Mr. Pete Larson at Valley of the Rogue State Park. Mr. Larson said that he would not pay us until the job was 100% completed. We still have due to us $4,959.90 (four thousand nine hundred fifty-nine dollars and ninety cents). We feel that at this point we should at least be paid up to the 90% retainage of our contract. We set fininsh and completed the job with a state inspection verifying we had conpleted the job. All that remains is the State of Oregon's 'punch list'.

When we started this job we were told by Mr. Larson and the State Highway Office that payment was made by completed percentage of the job. We have a contract with Mr. Larson to that effect. Therefore we have sent no bills to either Mr. Larson or the State of Oregon Highway Department. Supposedly no billing was to be necessary and the States Inspector's report would take care of all completion verifications.

Thank you

AAAA/Specialized Construction
Joint Venture

JAC;FLS/lc
cc

9483

B

CON

December 15, 1982

V. Peter Larsen
Route 1, Box 2877
Anderson, CA 96007

Time Extension Request
Valley of the Rogue State Park,
Suncrest & Siskiyou SRA
Contract No. 9483
FAP No. IR-5-1(99)10

Your request for additional contract time in which to complete the above project has been carefully reviewed. A contract time extension of 20 calendar days is granted due to the extra work being done under EWO No. 2 on this contract.

The revised time of completion for this project is 180 calendar days.

W. E. Schwartz, P.E.
Assistant State Highway Engineer
for Operations

OBJ:mk st

bc H. S. Coulter
C. T. Keasey
Alfred Shirley, Jr. w/att.
William Maude w/att.
FHWA w/att.
R. D. Church

STATE OF OREGON

INTEROFFICE MEMO

TO: Jim Gix
Reg. Const. Engr.

DATE: Dec. 2, 1982

FROM: Vern Neiswanger
Ass't. Proj. Mgr.

SUBJECT: Valley of the Rogue State Park, Suncrest & Siskiyou Safety Rest Areas.
Contract 9483

Enclosed please find a time extension request from V. Peter Larsen to complete the Extra Work of installing approximately 2600 L.F. of 4-inch water line at Valley of the Rogue State Park.

I originally estimated that it would take about 15 days to complete the work, however the alignment has been changed and more clearing will be necessary. Also the weather is going to slow down progress to some extent. I recommend the 20 day extension that Pete is asking for.

Pete has worked one-half day on the water line so far. He plans to start full time on the water line Dec. 6, 1982.

12-3-82

O. B. JACKSON — I CONCUR IN THE ABOVE 20 day ext. Would like to avoid assessing liquidated damages for our dist.

cc RMSVOE.

12-10-82

W.E. Schwartz —

Water line was replaced under EWO No. 2 and was a substantial increase in the project cost. Commission approval of this o'run has been obtained I recommend a time ext. of 20 C.D.

RECEIVED
DEC 7 1982
CONSTRUCTION SECTION

CE CAE FOE QCS SCS RBO DM CA LC TC FE CP

ROGUE RIVER REGION
RECEIVED
DEC - 1982

VICTOR ATIYEH
GOVERNOR

Department of Transportation
STATE HIGHWAY DIVISION

IN REPLY REFER TO
FILE NO.:
CON

DATE: December 3, 1982

TO: Oregon Transportation Commission

FROM: H. S. Coulter, P.E.
State Highway Engineer

SUBJECT: Request for Project Authorization
Valley of the Rogue State Park; Suncrest and Siskiyou Rest Areas Section
Pacific Highway, Jackson County
Contract No. 9483

This federal-aid interstate project required the construction of a new toilet building and improvements to two existing toilet buildings at three separate areas. The project is approximately 60 percent complete and it now appears that the final cost will exceed the authorized amount by $18,500.00 or 28.1 percent.

Nearly $15,000 of the overrun was required to replace an existing water supply line with materials conforming to current health code requirements, and to allow for repair of minor damages to utilities expected to be incurred during the excavation work because the exact location of the existing utility facilities is not known. The type and quality of the existing water line was thought to be adequate until it was uncovered to make connection to the new toilet building.

The remainder of the overrun is in the construction engineering. Building construction and remodeling work involves a large number of items which require extensive checking to ensure compliance with specifications. Also, the location of the work is at three different rest areas with some 35 miles between the two ends of the project. These factors combined to more than double the anticipated engineering expenses.

There are sufficient funds available in the category of work and all the increase except $1,200 is eligible for federal participation.

I recommend that the authorization be increased by $18,500.00 to a new total of $84,381.00. This matter will be on the consent calendar for the December 15 meeting.

OBJ:mk st

bc Fred D. Miller
R. W. Gormsen
C. T. Keasey
V. E. Skoog
Alfred Shirley, Jr.
George Bell

rm 734-3123

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: IR-5-1(99)10

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 10052

2A. COUNTY NAME: Jackson

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 10/20/82

8. FEDERAL ROUTE NUMBER: Interstate 5

9. STATE ROUTE NUMBER: Primary 1

10. GENERAL LOCATION:

Valley of the Rogue State Park, Suncrest and Siskiyou Safety Rest Area

11. GENERAL DESCRIPTION OF WORK

Furnish toilet accessories

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☒ CONSTRUCTION PROCEED ON ~~AN AGREED PRICE~~ / FORCE ACCOUNT BASIS
- ☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the advance authorization date of 10/20/82 as requested in Mr. Keasey's letter of 11/17/82 as being in the public interest for the use of State Forces to proceed with the above work. State Force Order No. 2 is approved for a TEC of $300 Federal Funds $277.

(It should be noted that above item was not included as an anticipated item and that, in advance of construction PS&E, a request for State Furnished materials should be forwarded for approval)

RECEIVED
STATE HWY ENGR
NOV 30 '82
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

14. DATE: 11/23/82

15. SIGNATURE OF APPROVING OFFICIAL: D. K. Hosaker

16. TITLE: for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

14

STATE OF OREGON

Highway Construction

INTEROFFICE MEMO

378-6318

FILE: CON 5

TO: W. E. Schwartz, P.E., P.L.S.
Ass't. State Highway Engineer

DATE: November 10, 1982

NOTED
H.S.COULTER

FROM: O. B. Jackmond, P.E., P.L.S.
Contract Administration Engineer

SUBJECT: Request for Increase in Project Authorization
Valley of the Rogue State Park; Suncrest and
Siskiyou Rest Areas Section
Pacific Highway, Jackson County
Contract No. 9483

This federal-aid interstate project required the construction of a new toilet building and improvements to two existing toilet buildings at three separate areas. The project is approximately 60% complete and it now appears that the final cost will exceed the authorized amount by $18,500.00 or 28.1 percent.

Nearly $15,000 of the overrun was required to replace an old water supply line with materials conforming to current health code, and to allow for repair of minor damages to utilities expected to be incurred during the excavation work because the exact location of the existing utility facilities is not known.

The remainder of the overrun is in the construction engineering and is due to two factors, the first of which is the nature of the work called for in the contract. Building construction and remodeling work involves a large number of items which require extensive checking to ensure compliance with specifications. The second factor relating to this project is the location of the work at three different rest areas with some 35 miles between the two ends of the project. The two factors cited combined to more than double the anticipated engineering expenses.

There are sufficient funds available in the category of work and all the increase except $1,200 is eligible for federal participation. PCRB approval is not required.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $18,500.00. Also attached is a copy of the Expected Overrun of Project Authorization form.

OBJ:HHP:mk

Attach.

cc: Alfred Shirley, Jr.
W. H. Maude
R. D. Church
D. E. Swan

RECEIVED
STATE HWY ENGR
DEC 2 '82
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

Contains Recycled Materials

81-125-1387

Form 81-734-3208

OREGON STATE HIGHWAY DIVISION

1-P

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Valley of the Rogue State Park,Suncrest & Sisq SRA's Date October 5, 1982

Highway Pacific Contract No. 9483

County Jackson Prefix 615-1033

Contractor V.Peter Larsen F. A. Project No. IR-5-1(99)10

Address Rt.One,Box 2877, Anderson, California 96007 Order No. 2

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract

Description of work to be done:

SUPPLY AND INSTALL 2640 L.F. OF 4-INCH PVC
SCHEDULE 40 WATER PIPE

Location by station numbers:

VALLEY OF THE ROGUE STATE PARK

Estimate of quantities and cost:

MATERIALS	$5,160
EQUIPMENT	2,066
LABOR	6,714
TOTAL	$13,940

Explanation. (Explain here the conditions which cause this work to be classed as "extra work")

The installation of this water pipe is not within the scope of the contract. The existing water line is ABS plastic pipe which is illegal to hook up with to extend the water service to the new toilet building being constructed under this contract.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After final approval of the order, the Salem office will send one copy to the contractor, one to the Regional Engineer and one to the Resident Engineer.

Project authorization	$ 65,881.00
Present estimate of project costs, including $ 13,940.00 for work under this order	$ 78,732.00
Expected under-run / over-run amount	$ 12,851.00
Expected under-run / over-run per cent	19.5

Space to right of this line is for use of Salem Office

Submitted by [signature] Wm.Maude
Resident Engineer

Approval Recommended: [signature]
For Construction Engineer or Bridge Engineer

Approved [signature] 10-13-82
Construction Engineer

Approved / Recommended

Regional Engineer

63

ROAD DESIGN SECTION

DES 16

July 15, 1982

A. E. Shirley, Jr.
Region 3 Engineer

J. H. Versteeg
Road Design Engineer

Valley of the Rogue Park, Suncrest
& Siskiyou SRA's
Contract 9483

1 Versteeg
2 Anderson
Adams
Olson
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
JUL 15 1982
ROAD DESIGN SECTION

Do Not File
Return To
Bring Up
Action

You sent a copy of the Preconstruction Conference Memo on the subject project in which you question the use of 3/4" thick material for temporary signs.

The 3/4" thickness was established years ago to insure the durability of the signs which are often handled roughly by contractors in transit and are subject to being struck by the traveling public.

We believe this specification is reasonable; however, I doubt if we have any facts to support our position.

DNS:JHV:rw

cc: D. R. Adams

STATE OF OREGON

INTEROFFICE MEMO

TO: ~~Memo to the File~~

DATE: July 1,1982

FROM: Wm.Maude,Project Manager
by:Vern Neiswanger,Asst.Project Mgr.

ROSEBURG REGION
RECEIVED
JUL -6 1982

RE	RME	RCE	ROE	TE
RUE	DES	RSP	RPR	RLE
GEO.	FAE	RBI	ATE	AA

SUBJECT: Valley of the Rogue Park, Suncrest & Siskiyou SRA's
Contract 9483
Preconstruction Conference

This meeting was held in Wm.Maude's office at 1:00pm on June 30,1982. Those attending were Jim Gix, Wm.Maude,Chuck Lafferty and Vern Neiswanger of the OSHD ,Pete Larsen of V.Peter Larsen Construction Co. and Wally Bryant of the FHWA.

Pete was given the necessary EEO posters with instructions on submitting the EEO reports. He was also informed that the subcontractors with contracts of $10,000 or more must also submit EEO reports. He was told that failure to submit the required EEO reports and the payrolls will be reason for us to hold his monthly estimate. Also, he was informed that there will be no payment made for any materials that are incorporated into the project until we receive a certification for that material.

At this time, Pete has two subcontractors. They are AAAA Plumbing of Medford and Morgan Masonry of Grants Pass. Pete was advised that any temporary signs must be 3/4" thick. Pete gave us a schedule of values for the lump sum building work.

We discussed quality control and Jim gave Pete a copy of the procedure that is being used on the jail project in Portland. This is a new procedure for the contractor and us and we will have to work it out as the project progresses.

Pete plans to start work at the Valley of the Rogue Park on July 6th. However, we have found out after the preconstruction conference that a building permit will be required at the park since it is a new building and it will take up to three weeks to get the permit. The Planning and Zoning Commission will have to check the sanitation requirements to see if the existing lagoon is adequate. I called Pete's office and left a message on the recorder that they could not start on the park building but they could start on Suncrest or Siskiyou SRA's on the 6th of July.

xc:Jim Gix

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: IR-5-1(99)10

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA- Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 10052

2A. COUNTY NAME: Jackson

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
5/5/82	Interstate 5	Primary 1

10. GENERAL LOCATION:

Valley of the Rogue S. P., Suncrest and Siskiyou Safety Rest Areas

11. GENERAL DESCRIPTION OF WORK

Handicapped Improvements

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- [ ] PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- [ ] PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- [ ] ACQUISITION OF RIGHT-OF-WAY
- [XX] CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- [ ] CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [XX] OTHER *(Specify)* Permit Fees $700

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate.

Mr. Swan's 5/3/82 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $116,800, Federal funds $107,700.

Asigned copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
MAY 14 '82
REFER TO: S.E. Mgr. Engr.
FOR: Info, Inves, R/D, D E, Sign, Act, File

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
5/5/82	G. K. Hoesman	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

1982 S. Santiam R. (Sweet Home) 9484
Sec. of Pleasant Valley Rd.
(Grading, Paving and Struc.) #2

RR 1081 3-30-82
RR 1097 4-12-82

CLA 6192 10/17/84

December 10, 1985

PRO

Neil Michael
Linn County Roadmaster
3010 Ferry Street S.W.
Albany, OR 97321

Dear Mr. Michael:

Subject: S. Santiam River (Pleasant Valley)
Project No. RS-A483(1)
Linn County

We are enclosing upon your request an estimate of the final cost on the subject project.

The State Highway Division will pay 100% of the preliminary engineering cost on the project.

If you have any questions, please contact me.

Very truly yours,

Michael K. Shultz
Rural Program Coordinator
Program Section

MKS:me
Encl.
bcc: Dan Peterson, w/attachment
Leon Brock, w/attachment

R.O.W. Post 156,591.00

(128,138.42)

Mold

(14,206 29)

				TOT	P1						
				** JOB TOTALS **			2,578.76 **		3,396.51 **		
S SANTIAM RIV(SWEET HOME)BR	CONT NO 9484 = FA PROJ NOS RS A483003 100 RS A483003										STATE
	522	1011	201	00	P 1			18,622.29CR	1,007,956		82 85

DESCRIPTION	PREFIX	FUNCTION	SUB F.	GR	CURRENT MONTH	FISCAL YEAR TO DATE	GRAND TOTAL TO DATE	ACTIVE YRS BEG	ACTIVE YRS END
	522	1011	201	00 P 2			524,159.08	83	84
	522	1011	201	00 N 1		71,984.71	80 1[illegible]36	84	86
	522	1011	203	00 P 1			4 500 00CR	84	84
	522	1011	204	00 P 1		3,380.16		83	85
	522	1011	204	00 N 1		3,380.16CR		83	85
	522	1011	206	00 N 1		882.99	882.99	85	85
	522	1011	270	04 P 1		105.78CR	966.77	84	85
	522	1011	285	02 P 1		7,652.19	48,040.19	83	84
	522	1011	285	03 P 1			3,748.29	83	84
	522	1011	296	00 N 9	250.03CR	260,549.53CR	1,666,374.93CR	82	85
	522	1011	297	00 N 9		270,244.60	696,000.00	82	84
	522	1011	298	00 N 9	250.03	9,695.07CR	970,304.93	82	85
	522	1011	900	00 P 1	34.69CR	11,568.14CR	92,630.56	82	85
	522	1011	900	00 P 2		20,022.26	4,735.32	83	84
	522	1011	900	00 N 1			1,331.79	83	83
	522	1011	900	02 P 1	.17	4.57	4.57	85	85
	522	1011	915	00 P 1	1.82CR	614.29	884.01	84	85
	522	1011	920	00 P 1			70.79	82	82
	522	1011	928	00 N 1	.59	132.62CR	.59	82	85
	522	1011	940	00 P 1	32.09	1,350.27	20,080.60	82	85
	522	1011	941	00 P 1			22.45	83	84
	522	1011	942	00 P 1			802.07	82	84
	522	1011	944	00 P 1			4,711.78	82	84
	522	1011	944	35 P 1			5.98	82	82
	522	1011	945	00 P 1	8.57CR	1,897.26	2,386.86	82	85
	522	1011	946	00 P 1	.24CR	481.25	4,692.56	82	85
	522	1011	948	00 P 1	.08CR	15.95	2,076.85	82	85
	522	1011	950	00 P 1			744.75	83	84
	522	1011	985	00 P 1			391.19	82	84
			TOT	P1	13.14CR	14,900.19CR	1,185,743.83		
			TOT	P2		20,022.26	622,494.40		
			TOT	N1	.59	69,354.92	82,392.73		
			** JOB TOTALS **		12.55CR**	74,476.99 **	1,890,630.96 **		
SPTC XING @ LACOMB RD	CONT NO		FA PROJ NOS RRS A490001 100						STATE
	522	1030	900	03 P 1	72.83	72.83	72.83	85	85
			TOT	P1	72.83	72.83	72.83		
			** JOB TOTALS **		72.83 **	72.83 **	72.83 **		

B01 OREGON STATE HIGHWAY DIVISION 06 30 95
BILLING NUMBER 51 FHWA BILLING VOUCHER PAGE 71

PREFIX	GRP FL	FED AID PROJ APPR	AGREEMENT AMOUNT	TOTAL COSTS TO DATE	PARTIC AMOUNT	% OF PARTIC	FEDERAL SHARE	AMOUNT PREV CLAIMED	ADJUSTMENT THIS VOUCHER	AMOUNT OF THIS VOUCHER
522-1011	1 RS	-A483-003 APPR-075	980,000.00	1268,136.56	1185,743.83	(81.83)	970,294.18	970,304.93		10.75-
	2 RS	-A483-003 APPR-000		622,494.40	622,494.40					
522-1011	PREFIX TOTALS		980,000.00	1890,630.96	1808,238.23		970,294.18	970,304.93		10.75-
522-1030	1 RRS	-A485-001 APPR-138	74,469.00	72.83	72.83	90.00	65.55			
522-1096	1# RRS	-A485-001 APPR-138	54,137.37	60,152.63	60,152.63	90.00	54,137.37	54,137.37		
523-1080	1# RS	-B500-003 APPR-075	256,696.25	291,553.36	291,104.84	88.18	256,696.25	256,696.25		
523-1082	1# BHS	-B537-001 APPR-114	55,645.72	70,947.35	69,557.15	80.00	55,645.72	55,645.72		
523-1084	1# BHS	-B560-001 APPR-118	4,301.92	5,659.82	5,377.40	80.00	4,301.92	4,301.92		
524-1037	1# RS	-A519-001 APPR-075	509,907.79	578,797.10	578,257.87	88.18	509,907.79	509,907.79		
524-1068	1# RS	-A[illegible]-003 APPR-075	368,516.58	418,929.60	417,914.02	88.18	368,516.58	368,516.58		
524-1083	1# PMS	-C[illegible]S-115 APPR-140	3,673.73	3,673.73	3,673.73	100.00	3,673.73	3,673.73		
524-1091	1 RS	-A[illegible]9-003 APPR-075	273,568.00	267,189.62	267,178.78	88.15	235,518.09	235,519.94		1.85-
524-1096	1 BRS	-A[illegible]60-002 APPR-118	760,269.00	897,840.15	895,867.25	80.00	716,693.80	716,568.43		1,125.37
525-1073	1# RS	-B564-003 APPR-075	342,400.00	432,480.34	388,296.67	88.18	342,400.00	342,400.00		
	2# RS	-B564-003 APPR-000								
525-1073	PREFIX TOTALS		342,400.00	432,480.34	388,296.67		342,400.00	342,400.00		
526-1042	1# RS	-A662-001 APPR-075	426,009.82	482,067.25	483,113.88	88.18	426,009.82	426,009.82		
526-1055	1 XIO	-0000-024 APPR-580	422,842.00	458,879.31	458,879.31	85.00	390,047.41	390,047.52		11
526-1067	1 SR	-A662-003 APPR-079	323,390.00	363,833.19	367,408.05	88.15	323,870.20	323,390.00	480.20 B	
	8 BWRS	-A662-003 APPR-861	104,086.00	84,975.71	84,975.71	100.00	84,975.71	84,901.65		74.06
526-1067	PREFIX TOTALS		427,476.00	448,808.90	452,383.76		408,845.91	408,291.65	480.20	74.06
527-1006	1# RS	-A559-002 APPR-075	47,089.35	53,475.29	53,401.39	88.18	47,089.35	47,089.35		
527-1007	1# RRS	-A557-002 APPR-138	60,248.90	66,943.22	66,943.22	90.00	60,248.90	60,248.90		
527-1011	1 RS	-A549-002 APPR-075	162,636.00	183,927.50	183,927.20	88.15	162,131.83	162,092.43		39.40
527-1073	2# RS	-B564-003 APPR-000								
527-1099	1# RS	-A575-001 APPR-075	181,712.65	206,172.03	206,140.27	88.15	181,712.65	181,712.65		

ACCOUNT SUMMARY - EXPENDITURES & LEDGERS — JUNE 1985 — PAGE 437

DESCRIPTION	PREFIX	FUNCTION	SUB	F.	GR	CURRENT MONTH	FISCAL YEAR TO DATE	GRAND TOTAL TO DATE	ACTIVE BEG	ACTIVE END
	522	1011	201	00	P 2			574,759 08	83	84
	522	1011	201	00	N 1		71,984.71	80,177.36	84	85
	522	1011	203	00	P 1			4,500.00CR	84	84
	522	1011	204	00	P 1		3,380.16		83	85
	522	1011	204	00	N 1		3,380.16CR		83	85
	[illegible]								85	85
	[illegible]						105.70CR	966.77	84	85
	522	1011	270	04	P 1		7,652.19	48,040.19	83	84
	522	1011	285	02	P 1			3,748.29	83	84
	522	1011	285	03	P 1			1,666,304.93CR	82	85
	522	1011	296	00	N 9	250.03CR	260,545.53CR	696,000.00	82	84
	522	1011	297	00	N 9		270,244.60	970,704.93	82	85
	522	1011	298	00	N 9	250.03	9,695.07CR	92,620.56	82	85
	522	1011	900	00	P 1	34.69CR	11,568.14CR	4,735.32	83	84
	522	1011	900	00	P 2		20,022.26	1,331.29	83	83
	522	1011	900	00	N 1			4.57	85	85
	522	1011	900	02	P 1	.17	4.57	884.01	84	85
	522	1011	915	00	P 1	1.82CR	614.29	70.79	82	32
	522	1011	920	00	P 1			.59	82	85
	522	1011	928	00	N 1	.59	132.62CR			
	522	1011	940	00	P 1	32.09	1,350.27	20,080.60	82	85
	522	1011	941	00	P 1			22.45	83	84
	522	1011	942	00	P 1			802.02	82	84
	522	1011	944	00	P 1			4,711.78	82	84
	522	1011	944	35	P 1			5.98	82	82
	522	1011	945	00	P 1	8.57CR	1,897.26	2,386.86	84	85
	522	1011	946	00	P 1	.24CR	481.25	4,692.56	84	85
	522	1011	948	00	P 1	.08CR	15.95	2,076.85	82	85
	522	1011	950	00	P 1			744.15	83	84
	522	1011	985	00	P 1			291.19	82	84
			TOT		P1	13.14CR	14,900.19CR	1,185,743.83		
			TOT		P2		20,022.26	622,495.40		
			TOT		N1	.59	69,354.32	82,732.73		
			** JOB TOTALS **			12.55CR**	74,476.99 **	1,890,620.96 **		

										STATE	
SPTC XING @ LACOMB RD	CONT NO		FA PROJ NOS RRS A490001 100							85	85
	522	1030	900	03	P 1	72.83	72.83	72.83			
			TOT		P1	72.83	72.83	72.83			
			** JOB TOTALS **			72.83 **	72.83 **	72.83 **			

										STATE	
BNRR XNG-LASALLE-HARRISBURG	CONT NO	*	FA PROJ NOS RRS A465001 100							80	82
	522	1096	270	01	P 1			54,363.26			
	522	1096	270	03	P 1			2,000.00		81	81
	522	1096	296	00	N 9			60,152.63CR		81	84
	522	1096	298	00	N 9			54,[illegible]		81	83
	522	1096	299	00	N 9			[illegible]		84	84
	522	1096	900	02	P 1			2,551.76		80	80
	522	1096	915	00	P 1			1,045.15		82	83

DESCRIPTION	PREFIX	FUNCTION	SUB	F	GR	CURRENT MONTH	FISCAL YEAR TO DATE	GRAND TOTAL TO DATE	ACTIVE BEG	YRS END
	[illegible]	945	00	P	1	43.64	239.46	1,558.31	83	85
	521 1015	946	00	P	1	2.00CR	442.81	2,246.98	83	85
	521 1015	950	00	P	1			1,103.96	83	84
	521 1015	985	00	P	1			65.06	83	83
		TOT		P	1	34.79	2,206.78	335,151.45		
		TOT		N	1			8,568.07		
		** JOB TOTALS **				34.79 **	2,206.78 **	343,719.52 **		
STEER CREEK-NASH HILL	CONT NO 9624	FA PROJ NOS RS A531001 100							STATE	
	521 1016	201	00	P	1		331,291.15	622,249.87	82	85
	521 1016	201	00	N	1		2,325.00	2,325.00	84	84
	521 1016	203	00	P	1		11,925.00CR	19,575.00CR	83	84
	521 1016	204	00	P	1		2,874.56CR	17,000.00CR	83	85
	521 1016	270	01	P	1	.93CR	1,313.14	1,313.14	84	85
	521 1016	296	00	N	9	18.32CR	321,743.10CR	648,070.59CR	83	85
	521 1016	297	00	N	9		28,131.11	65,912.55	83	84
	521 1016	298	00	N	9	18.32	293,611.99	582,158.06	83	85
	521 1016	900	00	P	1	92.74CR	24,714.79	105,814.62	83	85
	521 1016	900	00	N	1			485.66	83	84
	521 1016	920	00	P	1	.14CR	30.14	49.17	83	85
	521 1016	940	00	P	1	.24CR	2,286.69	10,116.82	83	85
	521 1016	944	00	P	1	.17CR	43.00	66.96	83	85
	521 1016	945	00	P	1	5.02CR	1,113.59	1,394.50	83	85
	521 1016	946	00	P	1	7.44CR	1,959.06	6,225.09	83	85
	521 1016	950	00	P	1			944.13	83	84
	521 1016	985	00	P	1			65.05	83	83
		TOT		P	1	106.68CR	347,992.00	711,665.00		
		TOT		N	1		2,325.00	2,810.66		
		** JOB TOTALS **				106.68CR**	350,317.00 **	714,475.66 **		
OERR XNG-CONSER RD	CONT NO	FA PROJ NOS RRP A500001 100							STATE	
	522 1006	205	01	P	1	2,294.38	7,510.57	45,897.57	84	85
	522 1006	270	01	P	1			3,467.29	82	84
	522 1006	270	03	P	1			1,124.66	84	85
	522 1006	296	00	N	9	2,293.65CR	7,302.32CR	47,516.69CR	81	85
	522 1006	298	00	N	9	2,293.65	7,302.32	47,516.69	82	85
	522 1006	900	02	P	1	.57CR	126.65	2,460.77	82	85
	522 1006	915	00	P	1	276.01	742.16	1,124.66	83	85
	522 1006	920	00	P	1			49.56	81	84
	522 1006	945	00	P	1			40.87	82	83
	522 1006	948	00	P	1	8.94	17.13	49.71	82	85
		TOT		P	1	2,578.76	8,396.51	53,080.69		
		** JOB TOTALS **				2,578.76 **	8,396.51 **	53,080.69 **		
S SANTIAM R IV(SWEET HOME)BR	CONT NO 9484 = FA PROJ NOS RS A483003 100 RS A483003								STATE	
	522 1011	201	00	P	1		18,622.29CR	1,007,363.56	82	85

FEDERAL APPROPRIATION: 075

AGREEMENT EA/SUBJOB	TOTAL COSTS TO DATE	AMOUNT PREV CLAIMED	--PARTICIPATION-- AMOUNT	PERCENT	AGREEMENT AMOUNT	FEDERAL SHARE	-ADJUSTMENT- AMOUNT	CODE	VOUCHER AMOUNT
FEDERAL PROJECT: RS -A465-002									
F03001									
C5201958-011	121,953.71	107,426.95	121,953.71						
AGREEMENT TOTALS	121,953.71	107,426.95	121,953.71	88.15	107,426.95	107,502.20	75.25	B	.00
FED PROJ TOTALS	1,792,988.58	1,578,385.12	1,790,652.72		1,578,460.37	1,578,460.37	75.25	B	.00
FEDERAL PROJECT: RS -A483-001									
F03020									
C5221955-010	231.99	.00	.00						
C5221955-011	124,493.41	105,741.23	124,493.41						
AGREEMENT TOTALS	124,725.40	105,741.23	124,493.41	85.80	105,741.23	106,815.35	1,074.12	B	.00
FED PROJ TOTALS	124,725.40	105,741.23	124,493.41		105,741.23	106,815.35	1,074.12	B	.00
FEDERAL PROJECT: RS -A483-002									
F03022									
C5222514-010	19,885.16	.00	.00						
C5222514-011	156,591.00	128,138.42	156,591.00						
AGREEMENT TOTALS	176,476.16	128,138.42	156,591.00	81.83	128,138.42	128,138.42	.00		.00
FED PROJ TOTALS	176,476.16	128,138.42	156,591.00		128,138.42	128,138.42	.00		.00
FEDERAL PROJECT: RS -A483-003									
F03010									
C09484 -000	97.34	.80	97.34						
C09484 -010	82,392.14	.00	.00						
C09484 -011	1,197,814.18	980,250.20	1,197,814.18						
AGREEMENT TOTALS	1,280,303.66	980,251.00	1,197,911.52	81.83	980,251.00	980,251.00	.00		.00
FED PROJ TOTALS	1,280,303.66	980,251.00	1,197,911.52		980,251.00	980,251.00	.00		.00
FEDERAL PROJECT: RS -A489-002									
F04344									
C5221935-000	83.99	74.01	83.99						

April 5, 1985

United Pacific Insurance Co.
PO Box 1788
Eugene, OR 97440

CON 5
#9484

Gentlemen or Ladies:

On March 25, 1985, we wrote to you concerning release of final payment on Contract No. 9484 awarded to Donald W. Thompson, Inc. for work on the South Santiam River (Sweet Home) Bridge Section of FAS A483 in Linn County.

Final payment on this contract is $3,000.00. The total contract amount is $1,658,430.00 including $17,435.85 for work performed under force account.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

kjm
cc: Donald W. Thompson, Inc.
PO Box 866
North Bend, OR 97459

United Pacific Insurance Co.
Bond Department
33405 8th Ave. So. C-3000
Federal Way, WA 98003

bc: C. O. Fredrickson
Walt Hart
Bill Anhorn

522-2514

ORIGINAL

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

D.O. VOUCHER NO.

STATE VOUCHER NO.

DATE

FHWA SCHEDULE NO.

PAID BY

FINAL VOUCHER FOR PAYMENT UNDER 23 U.S.C. 117

Appropriation:

The United States, Dr., TO TREASURER OF THE STATE OF OREGON

Address CAPITAL BUILDING, SALEM, OR 97310

STATE	FEDERAL AID PROJECT NO.
OREGON	RS-A483(2)
PROGRAM APPROVED	VOUCHER PERIOD From: 3-3-81 To: 10-4-84

FINANCIAL DATA

TOTAL ACTUAL COST	TOTAL PARTICIPATING COST	PRO-RATA OF PARTICIPATING COST CLAIMED FROM U.S.	TOTAL AMOUNT CLAIMED FROM U.S.	LESS PREVIOUS PAYMENTS	NET AMOUNT CLAIMED
$176,476.16	$156,591.00	.8183	$128,138.42	$128,138.42	$0.00

The undersigned State highway agency certifies as follows: The above-mentioned project has been completed; the plans, design and construction for said project are in accord with the laws, standards and procedures of this State applicable to projects in this category approved by the Federal Highway Administration or such project exceptions as have been approved by FHWA; and no claim has been presented to or payment made by the United States for the work for which payment is claimed herein.

SIGN ORIGINAL ONLY

OREGON *State Highway Agency*

By CONTROLLER *Authorized Officer*

11-27-84 *Date*

I certify that a final inspection of the above project has been made by an authorized official of the Federal Highway Administration. On the basis of such inspection and the State highway agency's certification the amount claimed is approved for payment.

Amount submitted $ 0.00

Adjustments $

Amount Approved $

SIGN ORIGINAL COPY

Signature of Authorized FHWA Representative *Date*

Form FHWA-1447 (4-78) PREVIOUS EDITIONS ARE OBSOLETE

STATEMENT OF COSTS INCURRED UNDER PROJECT AGREEMENT

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTATIONS (Payee must not use this column)
	S. SANTIAM RIV. (SWEET HOME) BR. SEC. LINN COUNTY					
	TYPE CODE ROWA RIGHT OF WAY (STA. 4+00 TO STA. 22+00)					
	RIGHT OF WAY	ALL REQUIRED			$119,830.00	
	LESS SALES & RENTAL CREDITS	ALL REQUIRED			(979.17)	
	TOTAL RIGHT OF WAY COST				$118,850.83	
	RELOCATION EXPENSE					
	MOVING EXPENSE 1 FAMILY	ALL REQUIRED			$ 1,636.31	
	REPLACEMENT HOUSING	ALL REQUIRED			4,500.00	
	INCIDENTAL EXPENSE	ALL REQUIRED			2,264.62	
	TOTAL RELOCATION EXPENSE				$ 8,400.93	
	ACQUISITION EXPENSE					
	STATE	ALL REQUIRED			$ 29,339.24	
	TOTAL PARTICIPATING COST				$156,591.00	
	NON PARTICIPATING ITEMS					
	RIGHT OF WAY	ALL REQUIRED			$ 17,500.00	
	ACQUISITION	ALL REQUIRED			2,385.16	
	TOTAL NON PARTICIPATING COST				$ 19,885.16	
	TOTAL COST				$176,476.16	
	PREPARED BASED ON PARTICIPATING COST AS SHOWN ON THE FEDERAL BILLING AS OF 11-15-84.					

AMOUNT CARRIED FORWARD

PREFIX	GRP FL	FED AID PROJ APPR	AGREEMENT AMOUNT	TOTAL COSTS TO DATE	PARTIC. AMOUNT	% OF PARTIC	FEDERAL SHARE	AMOUNT PREV. CLAIMED	ADJUSTMENT AND CODE	AMOUNT OF THIS VOUCHER
	9			8,058.54-						
434-2545	PREFIX TOTALS		8,058.54		8,058.54	100.00	8,058.54	8,058.54		
436-2514	1# RRO	-0005-037 APPR-685								
	9#									
436-2514	PREFIX TOTALS									
503-2523	1# RS	-A882-001 APPR-075	17,692.86	21,673.77	20,621.05	85.80	17,692.86	17,692.86		
503-2544	1 BRS	-A616-004 APPR-118	14,800.00	2,483.18	2,483.18	80.00	1,986.54	1,986.54		
504-2518	1# RS	-A737-001 APPR-075	2,214.21	2,511.01	2,511.01	88.18	2,214.21	2,214.21		
508-2505	1# RS	-A301-002 APPR-075	29,162.93	33,072.05	33,072.05	88.18	29,162.93	29,162.93		
517-2513	1# RS	-A323-001 APPR-075		1,172.54		85.80				
517-2517	1 BRS	-A335-002 APPR-118	2,400.00	2,065.26	2,065.26	80.00	1,652.21	1,652.21		
522-2514	1# RS	-A483-002 APPR-075	128,138.42	176,476.16	156,591.00	81.83	128,138.42	128,138.42		
	2# RS	-A483-002 APPR-000								
522-2514	PREFIX TOTALS		128,138.42	176,476.16	156,591.00		128,138.42	128,138.42		
527-2511	1# RS	-A515-001 APPR-075	5,424.89	6,154.16	6,154.16	88.15	5,424.89	5,424.89		
534-2530	1 RS	-A685-002 APPR-075	159,110.00	126,044.67	125,930.59	88.15	111,007.82	111,007.82		
534-2542	1 BRS	-A685-006 APPR-114	9,600.00	9,534.71	9,534.71	80.00	7,627.77	7,627.77		
534-2543	1 BRS	-A677-002 APPR-114	1,541.46	422.86	422.86	80.00	338.29	338.29		
536-2511	1# RS	-A696-001 APPR-075	19,955.71	27,569.63	22,638.36	88.15	19,955.71	19,955.71		
536-2519	1 RS	-A563-001 APPR-075	4,407.00	4,885.25	4,885.25	88.15	4,306.35	4,306.35		
603-2515	1 I	-2057-005 APPR-042	3457,378.00	3988,379.29	3898,545.78	92.26	3596,798.34	3457,378.00	139,420.34 B	
	2 I	-2057-005 APPR-042	180,000.00	179,237.34	179,237.34	100.00	179,237.34	179,237.34		
603-2515	PREFIX TOTALS		3637,378.00	4167,616.63	4077,783.12		3776,035.68	3636,615.34	139,420.34	
603-2517	1 I	-0055-023 APPR-042	463,480.00	568,827.90	461,426.49	92.32	425,988.94	425,988.94		
	2 I	-0055-023 APPR-042	2,000.00	500.00	500.00	100.00	500.00	500.00		
603-2517	PREFIX TOTALS		465,480.00	569,327.90	461,926.49		426,488.94	426,488.94		

S SANTIAM R BR(SWEET HOME)	CONT NO		* FA PROJ NOS	RS	A483002 100	RS	A483002		STATE
	522	2514	296	00 N 9	9,675.50CR		16,275.50CR	144,665.50CR	
	522	2514	297	00 N 9			6,600.00	6,600.00	
	522	2514	298	00 N 9	9,675.50		9,675.50	138,065.50	
	522	2514	401	00 P 1	10,973.53			71,075.00	
	522	2514	401	00 P 2	10,973.58CR				
	522	2514	401	00 N 1				12,500.00	

ACCOUNT SUMMARY - EXPENDITURES & LEDGERS NOVEMBER 1984 PAGE 1164

DESCRIPTION	PREFIX	FUNCTION	SUB F.	GR	CURRENT MONTH	FISCAL YEAR TO DATE	GRAND TOTAL TO DATE
	522	2514	403	00 P 1			22,000.00
	522	2514	404	00 P 1			7,555.00
	522	2514	405	00 P 1			14,200.00
	522	2514	407	00 P 1			14,730.07
	522	2514	409	00 P 1		1.95	31.45
	522	2514	411	00 P 1			224.81
	522	2514	412	00 P 1			1,831.90
	522	2514	413	00 P 1			327.86
	522	2514	414	00 P 1			6,843.94
	522	2514	415	00 P 1			594.98
	522	2514	419	00 P 1			15.35
	522	2514	419	00 N 1			16.50
	522	2514	420	00 P 1			879.17CR
	522	2514	426	00 P 1			979.98
	522	2514	426	00 N 1			2,368.66
	522	2514	430	00 P 1			1,161.80
	522	2514	470	00 P 1			235.36
	522	2514	707	00 P 1			2,264.62
	522	2514	712	00 P 1			1,636.31
	522	2514	716	00 P 1			4,500.00
	522	2514	920	00 P 1		17.51	101.64
	522	2514	930	00 P 1			2,260.12
			TOT	P1	10,973.58	19.46	156,591.00
			TOT	P2	10,973.58CR		
			TOT	N1			12,895.16
			** JOB TOTALS **		**	** 19.46 **	176,476.16 **

STATE OF OR-HWY-ALBANY HWY	CONT NO		* FA PROJ NOS	PS	A515001 100		STATE
	527	2511	296	00 N 9			5,789.57CR
	527	2511	297	00 N 9			364.64
	527	2511	298	00 N 9			5,424.89
	527	2511	401	00 P 1			566.00
	527	2511	404	00 P 1			2,854.00
	527	2511	405	00 P 1			200.00
	527	2511	407	00 P 1			426.59
	527	2511	412	00 P 1			304.99
	527	2511	413	00 P 1			47.26
	527	2511	414	00 P 1			1,255.91
	527	2511	415	00 P 1			23.06

FORM 734-3001

FIELD ENGINEER'S WEEKLY REPORT

OREGON STATE HIGHWAY DIVISION

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: South Santiam River (Sweet Home) Bridge		WEEK ENDING: October 27, 1984
HIGHWAY: Pleasant Valley Road		SECTION PREFIX: 522-1011
NAME OF JOB: South Santiam River (Sweet Home) Br.	KIND OF WORK: Grading, Paving, Structure	COUNTY: Linn
CONTRACTOR: Donald W. Thompson, Inc.	CONTRACT NUMBER: 9484	FEDERAL AID PROJECT NUMBER: RS-A483 (3)
DATE OF CONTRACT: July 9, 1982	DATE WORK STARTED: July 22, 1982	ESTIMATED COMPLETION DATE:
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION:	SPECIFIED WORK DAYS: SPECIFIED CALENDAR DAYS: 565	WORK DAYS USED: CALENDAR DAYS USED: 565
PROJECT AUTHORIZATION: $ 1,925,675	SPECIFIED COMPLETION DATE:	PERCENT OF TIME ELAPSED: 100
EXCLUSIVE OF ENGINEERING: $ 1,725,675	ENGINEERING AUTHORIZATION: $ 200,000	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 1,755,825	ENGINEERING COST TO DATE: $ 170,000	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100
ESTIMATED PERCENT OVERRUN / UNDERRUN: ____ %	PERCENT OF AUTHORIZATION: 85 %	DATE PROJECT WAS COMPLETED: June 16, 1984

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE	MAT'L. PROD		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.35	0.35			0.35
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)	28,000	6,500			1,400
TOTAL QUANTITIES CORRECTED TO DATE	same	same			same
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	5150A							
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY				F
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY				
SATURDAY				

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Third notification has been issued.

SIGNED *for J.M. Martin, Project Manager* LOCATION *Albany*

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED SUBMIT 3 COPIES

SP-F216

ORIGINAL

10-17-84

State pays STATE Pays P.E.
522-1955

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

D.O. VOUCHER NO.

STATE VOUCHER NO.

DATE

FHWA SCHEDULE NO.

PAID BY

FINAL VOUCHER FOR PAYMENT UNDER 23 U.S.C. 117

Appropriation:

The United States, Dr., TO TREASURER OF THE STATE OF OREGON

Address CAPITAL BUILDING, SALEM, OR 97310

STATE	FEDERAL AID PROJECT NO.
OREGON	Pool RS-A483(1)
PROGRAM APPROVED	VOUCHER PERIOD From: 7-25-77 To: 5-4-82

FINANCIAL DATA

TOTAL ACTUAL COST	TOTAL PARTICIPATING COST	PRO-RATA OF PARTICIPATING COST CLAIMED FROM U.S.	TOTAL AMOUNT CLAIMED FROM U.S.	LESS PREVIOUS PAYMENTS	NET AMOUNT CLAIMED
$123,473.52	$123,241.53	.8580	$105,741.23	$105,741.23	$0.00

The undersigned State highway agency certifies as follows: The above-mentioned project has been completed; the plans, design and construction for said project are in accord with the laws, standards and procedures of this State applicable to projects in this category approved by the Federal Highway Administration or such project exceptions as have been approved by FHWA; and no claim has been presented to or payment made by the United States for the work for which payment is claimed herein.

SIGN ORIGINAL ONLY

OREGON *State Highway Agency*

By CONTROLLER *Authorized Officer* 10-17-84 *Date*

I certify that a final inspection of the above project has been made by an authorized official of the Federal Highway Administration. On the basis of such inspection and the State highway agency's certification the amount claimed is approved for payment.

Amount submitted $ 0.00

Adjustments $

Amount Approved $

SIGN ORIGINAL COPY

Signature of Authorized FHWA Representative *Date*

Form FHWA-1447 (4-78) PREVIOUS EDITIONS ARE OBSOLETE

STATEMENT OF COSTS INCURRED UNDER PROJECT AGREEMENT

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTATIONS *(Payee must not use this column)*
	S. SANTIAM RIVER BRIDGE (SWEET HOME) SECTION COUNTY ROAD IN LINN COUNTY					
	PRELIMINARY ENGINEERING					
	TYPE CODE PE					
	STATE	ALL REQUIRED			$122,295.68	
	WORK BY BURLINGTON NORTHERN	ALL REQUIRED			201.84	
	TOTAL PARTICIPATING PRELIMINARY ENGINEERING				$122,497.52	
	TYPE CODE Y070					
	ARCHEOLOGICAL SALVAGE	ALL REQUIRED			$ 744.01	
	TOTAL PARTICIPATING PROJECT COST				$123,241.53	
	NON PARTICIPATING PROJECT COST					
	STATE	ALL REQUIRED			$ 231.99	
	TOTAL PROJECT COST				$123,473.52	
	PREPARED BASED ON PARTICIPATING COST AS SHOWN ON THE FEDERAL BILLING AS OF 10-18-84.					

AMOUNT CARRIED FORWARD

801 OREGON STATE HIGHWAY DIVISION 11/08/84 PAGE 129
BILLING NUMBER 18 FHWA BILLING VOUCHER

PREFIX	GRP FL	FED AID PROJ APPR	AGREEMENT AMOUNT	TOTAL COSTS TO DATE	PARTIC AMOUNT	% OF PARTIC	FEDERAL SHARE	AMOUNT PREV CLAIMED	ADJUSTMENT AMO CODE	AMOUNT OF THIS VOUCHER
522-1923	1	RRS -A501-001 APPR-138	1,800.00	92.13	92.13	90.00	82.92	82.92		
522-1926	1	HES -A498-001 APPR-141	8,550.00	304.88	304.88	90.00	274.39	274.39		
522-1955	1#	RS -A483-001 APPR-075	105,741.23	123,473.52	123,241.53	85.80	105,741.23	105,741.23		
522-1986	1	RRP -A500-001 APPR-139	1,800.00	78.50	78.50	90.00	70.65	70.65		
523-1904	1	BRS -B484-001 APPR-118	23,600.00	11,307.12	11,233.14	80.00	8,986.51	8,986.51		
523-1906	1	RS -B498-001 APPR-075	23,624.00	27,612.61	27,608.95	88.15	24,337.29	23,624.00	713.29 B	
523-1991	1#	RS -B500-002 APPR-075	50,586.56	57,462.39	57,367.39	88.18	50,586.56	50,586.56		
523-1995	1#	BHS -B487-001 APPR-114	4,048.52	5,060.65	5,060.65	80.00	4,048.52	4,048.52		
524-1907	1	RRS -B600-001 APPR-138	1,800.00	721.58	721.58	90.00	649.42	649.42		
524-1908	1	BHS -P560-002 APPR-118	60,000.00	35,785.10	37,608.98	80.00	30,087.18	30,087.18		
524-1909	1	RS -A599-004 APPP-075	44,515.00	18,175.69	18,175.69	88.15	16,021.87	15,563.49		458.38
524-1953	1#	RS -A590-001 APPR-075	31,391.25	35,604.06	35,599.06	88.18	31,391.25	31,391.25		
524-1991	1#	RS -A599-002 APPR-075	10,611.74	11,566.04	12,038.27	88.15	10,611.74	10,611.74		
524-1994	1	HES -A560-001 APPR-141	8,600.00	95.44	95.44	90.00	85.90	85.90		
525-1971	1#	RS -B564-002 APPR-075	18,650.36	21,150.33	21,150.33	88.18	18,650.36	18,650.36		
526-1954	1#	RS -A662-001 APPR-075	28,556.81	31,746.95	33,294.64	85.77	28,556.81	28,556.81		
526-1955	1#	X10 -000C-020 APPR-772	3,766.21	4,430.83	4,430.83	85.00	3,766.21	3,766.21		
526-1956	1#	RS -A662-002 APPR-075	45,445.28	48,969.33	51,536.95	88.18	45,445.28	45,445.28		
527-1968	1#	RRS -A557-002 APPR-138	840.52	933.91	933.91	90.00	840.52	840.52		
527-1969	1#	RS -A515-001 APPR-075	17,206.36	19,519.41	19,519.41	88.15	17,206.36	17,206.36		
527-1979	1#	RS -A559-001 APPR-075	8,183.75	9,300.50	9,280.73	88.18	8,183.75	8,183.75		
527-1988	1#	RS -A549-001 APPR-075	20,204.49	22,920.58	22,920.58	88.15	20,204.49	20,204.49		
527-1991	1	RS -A549-003 APPR-075	29,500.00	11,341.59	11,315.27	88.15	9,979.41	9,936.54		37.87
527-1992	1	RS -A541-001 APPR-075	25,386.00	7,021.76	7,021.76	88.15	6,189.68	6,093.54		96.14
527-1993	1	RS -A541-002 APPR-075	25,386.00	5,458.95	5,458.95	88.15	4,812.06	4,307.57		504.49
528-1961	1#	RS -B443-001 APPR-075	14,646.28	16,615.18	16,615.18	88.15	14,646.28	14,646.28		

| | | |

9454

October 17, 1984

Linn County Board of Commissioners
PO Box 100
Albany, OR 97321

AGR 4-2

Attention: Del W. Riley
County Clerk

MISC. CONTRACTS and
AGREEMENTS No. 611

Gentlemen or Ladies:

Attached for your files is a fully executed copy of a supplemental agreement to change the funding structure of the South Santiam River Bridge Section of Pleasant Valley Road Project.

We are retaining a fully executed copy of this supplemental agreement for the Transportation Commission's files.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

kjm
Attachment

bc: Gary Potter (agree. att.)

TO: Oregon Transportation Commission

SUBJECT: Report of Actions Taken Under Delegated Authority

By your duly adopted delegation order, you authorized me in my official capacity to exercise certain authority on behalf of the Oregon Transportation Commission. Pursuant to that authority, and acting in accordance therewith for the Commission, I approve all actions listed below and report this action for your official records:

1) Authorization to hire a consultant to perform a detailed analysis of the on-line computerized inventory control system of equipment parts and maintenance supplies in the Highway Division's Equipment and Services Unit. Consultant to perform a detailed analysis of the existing system, including its design capabilities and development potential as it applies to the operation, and recommend appropriate, cost-effective alternatives to complete the project in a timely manner. Cost not to exceed $20,000. (Authorize State Highway Engineer to sign contract.)

2) Supplemental agreement with Linn County allowing the County to transfer $50,000 from their existing FAS-C allocation to State. The State will increase their participation in the project by $50,000. (Authorize State Highway Engineer to sign the supplemental agreement.)
South Santiam Road (Sweet Home) Bridge, Pleasant Valley Road, Linn County.

Dated this 6 day of October, 1984

C. Antony Yturri

Anthony Yturri, Chairman
Oregon Transportation Commission

APPROVED
STATE HIGHWAY ENGINEER
DATE 10-23-84

HIGHWAY DIVISION INVOICE

AGE	CURRENT DOCUMENT NUMBER
02	144784

YOUR ORDER NUMBER	BILLING REQ. NUMBER	DATE	VENDOR NUMBER
	CA 5461	2/06/87	0000620198-00

Linn County
3010 Ferry St.
Albany, OR 97321

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DIVISION
434 TRANSPORTATION BUILDING
SALEM OR 97310-0780

T.C.	E.A. SUB JOB	SPECD	ORG. UNIT	OBJ DTL	ACT.	REVENUE SOURCE	AGY. SRC.	AMOUNT
617	C09484-021	L02	8015			844010	80	$80,492.00

PROG	APP SYM	FUND CODE	FUND DETAIL	FUND SOURCE

FOLD

FOLD

DESCRIPTION:

Final Billing
S. Santiam River (Pleasant Valley)
RS-A483 (1) (2) (3)

See attached itemized statement

Amount Due

TOTAL PRICE

$80,492.00

GL 1140

SPECIAL INSTRUCTIONS (FOR ACCOUNTING USE ONLY)

TOTAL AMOUNT DUE $80,492.00

IF YOU HAVE QUESTIONS ABOUT THIS INVOICE PLEASE CONTACT: Mike Shultz 378-6514 or Anne Hernandez PH. 378-5034
(INVOICE PREPARER)

734-1150 (11-86)

OREGON STATE HIGHWAY DIVISION

ITEMIZED STATEMENT OF FINAL COSTS DATE: November 17, 1986

COUNTY: Linn AGREEMENT NO: 6192 PROJECT NO: RS-A483(1,2,3)

CONTRACT NO: 9484 SECTION: S. Santiam River (Pleasant Valley)

PRELIMINARY ENGINEERING PREFIX 522-1955

	Participating	Non Participating
Total P.E. Cost	$123,473.52	$

RIGHT-OF-WAY PREFIX 522-2514

Net Cost of Land Purchased	71,075.00	17,500.00
Est. Value of Buildings & Equip.	27,000.00	
Est. Value of Trees & Shrubs	7,555.00	
Severance & Consequential Damages	14,200.00	
Appraisals, Witness Fees, Taxes, Etc.	15,057.93	
Miscellaneous-Grants to Local Gov.	31.45	
Maintenance Repairs	224.81	
Title Cost & Recording Fees	1,831.90	
Negotiation Expenses	6,843.94	
Relocation Compulation	594.98	
Sale of Land & Timber	15.35	16.50
Sales of Building	(979.17 CR.)	
Legal	979.96	2,368.66
Appraisal Review	1,161.80	
Relocation Advisory Assistance	235.36	
Relocation Incidental Expense	2,264.62	
Relocation Moving Expense (Families)	1,636.31	
Replacement Housing-Down payment	4,500.00	
Project Management	101.64	
R/W Office Expense	2,260.12	
TOTAL RIGHT-OF-WAY COST	$156,591.00	$ 19,885.16

CONSTRUCTION PREFIX 522-1011 & C09484

Payment to Contractor	$1,578,252.64	$ 80,177.36
Interest on Final Payment		882.99
Work by State Forces	966.77	
Payment to Utilities for Moving Lines	51,788.48	
Engineering Expense	140,457.79	1,331.79
Audit Services	884.01	
Program Section	70.79	
Materials Testing	20,905.12	
Technical Services	4,717.76	
Construction Branch	2,386.86	
Region Engineer's Office	4,692.56	
General Construction (Accounting)	2,076.85	
Training	744.75	
EEO Monitoring	391.19	
TOTAL CONSTRUCTION COST	$1,808,335.57	$ 82,392.14
Total Participating P.E. Cost	$ 123,473.52	
Total Participating R/W Cost	156,591.00	
Total Participating Const. Cost	1,808,335.57	
TOTAL PARTICIPATING COST	$2,088,400.09	

FEDERAL FUNDS			
P.E. (85.80%)	$105,741.23		
R/W (81.83%)	128,138.41		
Const. (81.83%)	980,251.00 Limited		(1,214,130.64)
SUBTOTAL			$ 874,269.45
Less State 100% P.E. Match			(17,732.29)
Less State Share on Const. & R/W			(123,056.56)
Less 1/2 Non Part. Eng. Cost ($1,331.79)			(665.90)
Less Supp. Agreement 6192 State Transfer			(50,000.00)
Plus Non Participating Cost			102,277.30
Less County's Advance Deposits			
R/W AD #877	$ 8,600.00		
Const. AD #82-31	696,000.00		(704,600.00)
BALANCE DUE FROM COUNTY		$	80,492.00

MKS:me

ORIGINAL

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

D.O. VOUCHER NO.

STATE VOUCHER NO.

DATE

FHWA SCHEDULE NO.

PAID BY

FINAL VOUCHER FOR PAYMENT UNDER 23 U.S.C. 117

Appropriation:

The United States, Dr., TO Treasurer of the State of Oregon

Address Capitol Building - Salem, Oregon 97310

STATE	FEDERAL AID PROJECT NO.
Oregon	RS-A483(3)
PROGRAM APPROVED	VOUCHER PERIOD From: 5/05/82 To: 1/17/86

FINANCIAL DATA

TOTAL ACTUAL COST	TOTAL PARTICIPATING COST	PRO-RATA OF PARTICIPATING COST CLAIMED FROM U.S.	TOTAL AMOUNT CLAIMED FROM U.S.	LESS PREVIOUS PAYMENTS	NET AMOUNT CLAIMED
$1,890,727.71	$1,197,911.52	.8183	$980,251.00	$980,251.00	$ 0.00

The undersigned State highway agency certifies as follows: The above-mentioned project has been completed; the plans, design and construction for said project are in accord with the laws, standards and procedures of this State applicable to projects in this category approved by the Federal Highway Administration or such project exceptions as have been approved by FHWA; and no claim has been presented to or payment made by the United States for the work for which payment is claimed herein.

SIGN ORIGINAL ONLY

Oregon *State Highway Agency*

By Controller *Authorized Officer* 9/15/86 *Date*

I certify that a final inspection of the above project has been made by an authorized official of the Federal Highway Administration. On the basis of such inspection and the State highway agency's certification the amount claimed is approved for payment.

Amount submitted $ $ 0.00

Adjustments $ _____

Amount Approved $ _____

SIGN ORIGINAL COPY

Signature of Authorized FHWA Representative *Date*

Form FHWA-1447 (4-78) PREVIOUS EDITIONS ARE OBSOLETE

STATEMENT OF COSTS INCURRED UNDER PROJECT AGREEMENT

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTATIONS *(Payee must not use this column)*
	SOUTH SANTIAM RIVER (SWEET HOME) BRIDGE SECTION COUNTY ROAD IN LINN COUNTY					
	Construction Type Code 6201 Roadway (Sta. 3+90 to Sta. 14+03 and Sta. 17+93 to Sta. 22+25					
	Final Contract Payment Summary	Lump Sum			$ 434,150.59	✓
SFO #2	Replace signals, gates, construct and realign crossing; work by (Burlington Northern)	All Required			47,937.87	
SFO #3	Utility Relocation (City of Sweet Home)	All Required			3,748.29	
SFO #4	Permanent Pavement striping (State)	All Required			966.77	
	TOTAL PARTICIPATING TYPE CODE 6201				**$ 486,803.52**	
	Type Code Y081 Structure (Bridge No. 5150 A, Sta. 14+03 to Sta. 17+93)					
	Final Contract Payment Summary	Lump Sum			$ 569,342.97	✓
	TOTAL PARTICIPATING CONSTRUCTION				**$1,056,146.49**	
	Construction Engineering					
	Work by Burlington Northern	All Required			$ 102.32	
	State	All Required			140,387.51	
	TOTAL PARTICIPATING CONSTRUCTION ENGINEERING				**$ 140,489.83**	
	Misc. Project Cost					
	Audit Expense	All Required			$ 884.01	
	Monitor Equal Opportunity Employment	All Required			391.19	
	TOTAL PARTICIPATING MISC. PROJECT COST				**$ 1,275.20**	
	TOTAL PARTICIPATING PROJECT COST				**$1,197,911.52**	

AMOUNT CARRIED FORWARD

FORM PR-20B (REV. 5-66)
FORM APPROVED BY COMPTROLLER GENERAL, U.S. MAY 12, 1966 IN LIEU OF SF-1166

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

STATEMENT OF COSTS INCURRED UNDER PROJECT AGREEMENT

(PPM 30-6)

FEDERAL AID PROJECT

STATE: Oregon

COUNTY: Linn County

NUMBER: RS-A483(3)

SECTION: S. Santiam River

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTATIONS (Payee must not use this column)
	Non-Participating Project Cost					
	Final Contract Payment Summary	Lump Sum			$ 654,936.44	✓
	Interest on Final Payments	All Required			882.99	
	Construction Engineering (State)	All Required			36,996.76	
	TOTAL NON-PARTICIPATING PROJECT COST				**$ 692,816.19**	
	TOTAL PROJECT COST				**$1,890,727.71**	
	Prepared based on Participating Cost as shown on the Federal Billing as of 10/2/86.					

PREVIOUS EDITIONS ARE OBSOLETE

USCOMM-DC 27329-P66

STATEMENT OF COSTS INCURRED UNDER PROJECT AGREEMENT

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTATIONS *(Payee must not use this column)*

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

DATE: September 6, 1984

In Reply File No. GBN 105

TO: Oregon Transportation Commission

ORIGINAL SIGNED BY WENDELL E. SCHWARTZ

FROM: H. S. Coulter, P.E., P.L.S.
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
S. Santiam R. (Sweet Home) Bridge Section
Pleasant Valley Road, Linn County
Contract No. 9484

This federal-aid project was recently completed and it is now apparent that the final cost will exceed the project authorization by $146,400 or 8.2 percent.

Extension of the project northerly to obtain improved vertical alignment involved additional quantities of base and paving materials as well as increased signing, flagging, trench excavation, culvert and seeding and mulching work. This additional work added approximately $58,000 to the cost of the project.

Settlement of a claim in favor of the contractor added $50,000 to the cost of the project, and increased construction engineering charges were incurred in evaluating the claim and in properly monitoring, inspecting and documenting the additional work.

There are no further federal funds available for this project. The responsibility for the overrun will be shared by the State and Linn County.

I recommend that the authorization be increased by $146,400.00 to a new total of $1,925,674.69. This matter will be on the consent calendar for the September 18 meeting.

bc: Fred Miller
R. W. Gormsen
C. O. Fredrickson
V. E. Skoog
D. O. Christensen
George Bell

Form 734-3122

STATE OF OREGON

INTEROFFICE MEMO

Highway Construction 378-6318 FILE: CON 5

TO: W. E. Schwartz
Ass't. State Highway Engineer

DATE: September 6, 1984

FROM: for O. B. Jackmond, P.E., P.L.S.
Contract Administration Engineer

SUBJECT: Request for Increase in Project Authorization
S. Santiam R. (Sweet Home) Bridge Section
Pleasant Valley Road, Linn County
Contract No. 9484

This federal-aid project was recently completed and it is now apparent that the final cost will exceed the project authorization by $146,400 or 8.2 percent.

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Settlement of a claim in favor of the contractor added $50,000 to the cost of the project, and increased construction engineering charges were incurred in evaluating the claim and in properly monitoring, inspecting and documenting the additional work.

There are no further federal funds available for this project. The responsibility for the overrun will be shared by the State and Linn County.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $146,400.00. Also attached is a copy of the Expected Overrun of Project Authorization form.

OBJ:HHP:mk

Attach.

cc: D. O. Christensen
J. M. Martin
B. M. Walton
W. F. Cobine

Contains Recycled Materials

9484

U.S. Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

STATE COPY

REGION NO.	REPORT NO.	COUNTY	DIVISION
10	1 2	Linn	Oregon
DATE OF REPORT	**REPORT MADE BY**		**PROJECT NO.**
10/14/85	C. O. Fredrickson, Construction Engineer		RS-A483(3)
COMPLETION DATE (Actual)	**ACCEPTANCE DATE BY CONRTACT AGENCY**	**TIME ELAPSED**	**CONTRACT TIME**
6/16/84	3/19/85	100 %	565 C.D.

LOCATION

Santiam River (Sweet Home) Bridge Sect. of Pleasant Valley Rd. in and north of Sweet Home

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)
A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
JAN 21 '86
REFER TO Fredrickson
FOR
Info | Invest | R/D | D/H | Sign | Act | File

1. Description of Improvement as Programed:

   A. Construction of roadbed embankment, aggregate base and asphalt concrete pavement.

   B. Installation of guard rail.

   C. Construction of Bridge No. 5150A over the S. Santiam River. Length: 390 feet. Roadway width: 36.0 feet.

   D. Performance of such additional and incidental work as is called for by the specifications and plans.

2. Contractor's Name: Donald W. Thompson, Inc.

3. Contract Amount: $1,501,177.50

4. CERTIFICATION: I certify that the above listed project was completed as programed and in accordance with the procedures and standards contained in the State's approved Certification Acceptance Agreement. Final acceptance by the Federal Highway Administration is requested.

Signature (SHD Official) C. O. Fredrickson

Title Construction Engineer

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE		SIGNATURE	
TITLE	DATE	TITLE	DATE
Area Engineer		Field Operations Engineer	JAN 17 1986

FORM FHWA 1446B (Rev. 2-84) PREVIOUS EDITIONS MAY BE USED.

STATE OF OREGON
HIGHWAY DIVISION

INTEROFFICE MEMO
FILE: PRO

TO: Phillip O. Stearns
Region 2 Federal-Aid Specialist

DATE: April 24, 1984

FROM: Gary A. Potter, Manager
Program Section

SUBJECT: So. Santiam River (Sweet Home) Br.
Pleasant Valley Rd., FAS A483
Contract No. 9484

The subject project was programmed for construction in May 1982 with the FHWA, and approved under Clause A (81.83% pro rata) with a TEC of $1,778,149, maximum federal funds of $980,000 which was less than the legal pro rata share.

At the time of programming, Linn County lacked federal funds or obligational authority to provide full participation and, therefore, was limited to the amount committed at the time of fund obligation $980,000. This subject is discussed in FHPM 6-3-2-2, paragraph 8g(4).

Correspondence in May of '83 discussed this same subject and at that time your letter acknowledged Linn County had monies available to pay 100 percent of the costs in excess of the $980,000 federal funds obligated or authorized for the project. The design changes were desired by Linn County and they were informed of the limit on federal funds.

Please inform Linn County on this project they are responsible for all costs in excess of the original commitment of $980,000.

Attached are copies of correspondence from our files.

WFC:lks

Attachments

cc D. O. Christensen
Mike Shultz

81-125-1307

April 16, 1984

CON

Donald W. Thompson Inc., General
Contractors
1714 Hamilton
P.O. Box 866
North Bend, Oregon 97459

Request for Additional Contract Time
S. Santiam River (Sweet Home) Bridge
Contract No. 9484

Your second request for additional contract time in which to complete the above project has been reviewed. A contract time adjustment of 39 calendar days is granted due to the performance of extra and additional work and delays resulting from concrete mix adjustments.

The adjusted contract time of completion of this contract is 565 calendar days.

W. E. Schwartz
Assistant State Highway Engineer
for Operations

OBJ:mk sl

bc H. S. Coulter
C. O. Fredrickson
D. O. Christensen w/att.
Jack Martin w/att.
FHWA w/att.
B. M. Walton

STATE OF ~~OREGON~~
HIGHWAY DIVISION

INTEROFFICE MEMO
378-2626

TO: C. O. Fredrickson
CONSTRUCTION ENGINEER

DATE: February 24, 1984

FROM: G. W. Wimer
REGION II CONSTRUCTION ENGINEER

SUBJECT: Second Time Extenstion Request
S. Santiam R. (Sweet Home) Br.
Pleasant Valley Rd. - FAS A483
Contract No. 9484
522-1011

By May 25, 1983, letter, Assistant State Highway Engineer for Operation W. E. Schwartz, added 26 calendar days (cds) to the originally authorized 500 cds. The contractor, Donald W. Thompson, Inc. by the attached formal request asks that another 39 cds be granted making a new total of 565 cds. Currently, the project is on a suspension of work order with 541 cds charged. Only top-list paving and associated incidental remains to be done early in the paving season.

Mr. Martin, in his attached February 15 transmittal and analysis letter, easily justifies an additional 43 cds because of extra work items which amounted to 28 cds and 15 cds for the February 7, to February 22, 1983, when non-critical path work was being performed while awaiting resolution of the concrete mix design problem.

I do not believe it necessary to grant more than the 39 cds requested by the contractor. This makes a new total of 565 cds, leaving 24 cds for the contractor to complete the small amount of remaining work. That should be ample time.

It should be noted, the new bridge has been open to traffic since December 8, 1983.

GWW/clm

w/attch.

cc: Jack Martin

RECEIVED
FEB 28 1984
CONSTRUCTION SECTION

4-11-84
W.E. Schwartz -
I concur with Region and recommend a 39 calendar day time extension due to extra and added work and concrete mix design delays.

81.125.1387

CL 83-282

bc: Secretary of State - Please acknowledge receipt of this claim on the enclosed copy of this letter.

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

December 19, 1983

FILED
DEC 22 1983
NORMA PAULUS
SECRETARY OF STATE

IN REPLY REFER TO FILE NO.:
CON 5
#9484

L. B. Foster Company
PO Box 23973
Oakland, CA 94623

Attention: A. M. Roberts
Credit Manager

Gentlemen:

This will acknowledge your letter of December 7, 1983, with attached invoice filing a claim against the following Highway Division contract:

FILED BY:	L. B. Foster Company
AMOUNT:	$40,102.25
FOR:	Materials
AGAINST (Prime contractor)	Donald W. Thompson, Inc.
CONTRACT NO.:	9484
PROJECT:	South Santiam River (Sweet Home) Bridge Section on Pleasant Valley Road in Linn County
SURETY:	United Pacific Insurance Company

We will advise the surety and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

Sincerely,
ORIGINAL SIGNED
ROBERT W. GORMSEN
Robert W. Gormsen
COMMISSION SERVICES

NOTED ON CARD
12-21-83 Kjm

cc: United Pacific Insurance Co.
Bond Department
33405 8th Ave. So. C-3000
Federal Way, WA 98003

Donald W. Thompson, Inc.
PO Box 866
North Bend, OR 97459

United Pacific Insurance Co.
PO Box 1788
Eugene, OR 97440

731-0188

FOSTER

L.B.FOSTER COMPANY

PIPE PRODUCTS • PILING • HIGHWAY PRODUCTS
CONSTRUCTION EQUIPMENT • RAIL PRODUCTS
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FABRICATION • MANUFACTURING • MAINTENANCE

MAIL ADDRESS: P. O. BOX 23973, OAKLAND, CALIFORNIA 94623
DISTRICT OFFICE: 1001 WHIPPLE ROAD • HAYWARD, CALIFORNIA 94544-7993 • TELEPHONE (415) 489-7000

December 7, 1983

Mr. Robert W. Gormsen
Department of Transportation
121 Transportation Building
Salem, Oregon 97310

SUBJECT: Contract #9484
South Santiam - Sweet Home Bridge, Sweet Home, Oregon
Donald W. Thompson
Balance Due - $40,102.25

Dear Mr. Gormsen:

This is to go on notice with you that we have supplied materials to Donald W. Thompson Co., North Bend, Oregon for use on the above job. As of today, there is a balance open on this account of $40,102.25 some of which goes back to July.

We would appreciate it if you would file this claim with the Secretary of State and advise the surety and prime contractor.

Thank you in advance for your cooperation.

Very truly yours,

L. B. FOSTER COMPANY

A. M. Roberts

A. M. Roberts
Credit Manager

amr/

RECEIVED
DEC 12 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

REPORT NO 4170 *06100#

11/30/83

087980 1

L B FOSTER COMPANY PACIFI
P O BOX 61000
SAN FRANCISCO, CA 94161

DONALD W THOMPSON INC
P O BOX 866
NORTH BEND, OR 97459

DONALD W THOMPSON INC
P O BOX 866
NORTH BEND, OR 97459

A ROBERTS /CLAKAMAS DIST
TEL. (415) 489-7000

BILL TO ACCOUNT NUMBER 41

ACCT- 41

7/06/83	050460006	00000000000000	1,093.13	1% DSC	10	8/05/83	7/06/83	050460006	1,093.13
7/06/83	054980007	00000000000000	530.00	1% DSC	10	8/05/83	7/06/83	054980007	530.00
7/06/83	056340008	00000000000000	1,197.00	1% DSC	10	8/05/83	7/06/83	056340008	1,197.00
7/06/83	065760010	00000000000000	1,188.50	1% DSC	10	8/05/83	7/06/83	065760010	1,188.50
7/06/83	067470009	00000000000000	606.38	1% DSC	10	8/05/83	7/06/83	067470009	606.38
8/30/83	067473083	00000000000000	606.50	1% DSC	10	9/29/83	8/30/83	067473083	606.50
10/10/83	050463004	00000000000000	1,093.25	1% DSC	10	11/09/83	10/10/83	050463004	1,093.25
10/10/83	054983002	00000000000000	530.00	1% DSC	10	11/09/83	10/10/83	054983002	530.00
10/10/83	056343003	00000000000000	1,197.00	1% DSC	10	11/09/83	10/10/83	056343003	1,197.00
10/10/83	067473001	00000000000000	606.50	1% DSC	10	11/09/83	10/10/83	067473001	606.50
10/25/83	065763092	00000000000000	1,188.50	1% DSC	10	11/24/83	10/25/83	065763092	1,188.50
10/27/83	050463109	00000000000000	1,093.25	1% DSC	10	11/26/83	10/27/83	050463109	1,093.25
10/27/83	054983111	00000000000000	530.00	1% DSC	10	11/26/83	10/27/83	054983111	530.00
10/27/83	056343108	00000000000000	1,197.00	1% DSC	10	11/26/83	10/27/83	056343108	1,197.00
10/27/83	067473110	00000000000000	606.50	1% DSC	10	11/26/83	10/27/83	067473110	606.50
11/14/83	065763004	00000000000000	1,188.50	1% DSC	10	12/14/83	11/14/83	065763004	1,188.50
11/30/83	056344053	00000000000000	25,650.24	NO DISC.	%	12/30/83	11/30/83	056344053	25,650.24

SUBTOTAL
40,102.25

TOTAL OWING
40,102.25

RECEIVED
DEC 12 1983
COMMISSION
DEPARTMENT OF TRANSPORTATION
SERVICES

REMIT TO:
L B. FOSTER COMPANY
DEPT. 1250
P. O BOX 61000
SAN FRANCISCO, CA 94161

FOSTER

L.B.FOSTER COMPANY

PIPE PRODUCTS • PILING • HIGHWAY PRODUCTS
CONSTRUCTION EQUIPMENT • RAIL PRODUCTS
SALES • SERVICE • LEASING
FABRICATION • MANUFACTURING • MAINTENANCE

MAIL ADDRESS: P. O. BOX 23973, OAKLAND, CALIFORNIA 94623
DISTRICT OFFICE: 1001 WHIPPLE ROAD • HAYWARD, CALIFORNIA 94544-7993 • TELEPHONE (415) 489-7000

November 30, 1983

United Pacific Insurance Co.
Bond Department
33405 - 8th Ave. So. C-3000
Federal Way, Washington 98003

SUBJECT: Contract #9484
Job - South Santiam - Sweet Home Bridge
Sweet Home, Oregon
Contractor - Donald W. Thompson Construction
P. O. Box 866
North Bend, Oregon

Gentlemen:

This is to go on notice with you that we have a balance of approximately $40,112.00 open on Donald W. Thompson Construction Co.'s account - some of which goes back to August, and July.

We would appreciate your assistance in securing payment so that we may close out this account.

Very truly yours,

L. B. FOSTER COMPANY

A. M. Roberts
Credit Manager

amr

cc. DEpartment of Transportation
140 Transportation Building
Salem, Oregon 97310

Donald W. Thompson
P. O. Box 866
North Bend, Oregon 97459

RECEIVED
DEC 8 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

November 29, 1983

L. B. Foster Company
P. O. Box 23973
Oakland, CA 94623

CON 5
#9484

Attention: A. M. Roberts
Credit Manager

Gentlemen:

This is in response to your letter of November 18 stating that you have supplied material to the South Santiam River Bridge Project in Linn County in which Donald W. Thompson, Inc. is the prime contractor.

United Pacific Insurance Company (P. O. Box 1788, Eugene, OR 97440) is the bond company on this contract. A bond number was not provided.

The procedure for filing a claim is for you to mail a letter to Robert W. Gormsen, Department of Transportation, 121 Transportation Building, Salem, OR 97310 and state in your letter the amount due you, the contractor's name, project description and the Contract No. (which is #9484).

Under Oregon Law, we will file this claim with the Secretary of State. We will also advise the surety and the prime contractor of this claim. After this claim has been filed and you still do not receive payment, you may contact the surety direct.

If you have any further questions, my phone number is (503) 378-6526.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

FKN:dc

FOSTER

L.B.FOSTER COMPANY

PIPE PRODUCTS • PILING • HIGHWAY PRODUCTS
CONSTRUCTION EQUIPMENT • RAIL PRODUCTS
SALES • SERVICE • LEASING
FABRICATION • MANUFACTURING • MAINTENANCE

MAIL ADDRESS: P. O. BOX 23973, OAKLAND, CALIFORNIA 94623
DISTRICT OFFICE: 1001 WHIPPLE ROAD • HAYWARD, CALIFORNIA 94544-7993 • TELEPHONE (415) 489-7000

November 18, 1983

9446
97459

Department of Transportation
140 Transportation Building
Salem, Oregon 97310

CONTRACT # 9484

SUBJECT: South Santiam - Sweet Home Bridge, Sweet Home, Oregon
Donald W. Thompson Co. , P. O. Box 866, North Bend, Oregon 97459

Gentlemen:

We have supplied material to the above job for Donald W. Thompson Co. and to date we have a balance open of approximately $44,038.26.

Inasmuch as we are having a difficult time securing payment, we would appreciate it if you would send us the name of the bonding Co. on this job and the number of the bond, so that we may file a claim. Would that be the correct proceedure for us to follow.

Your cooperation will be appreciated.

Thanks in advance for your anticipated cooperation.

Very truly yours,

L. B. FOSTER COMPANY

A. M. Roberts
Credit Manager

amr/

CERTIFIED
P 454 694 705
MAIL

RECEIVED
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: RS-A483(3)

2. STATE PROJECT NO.: See Below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 70333

2A. COUNTY NAME: Linn

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 5/11/83

8. FEDERAL ROUTE NUMBER: Secondary A483

9. STATE ROUTE NUMBER: County road

10. GENERAL LOCATION:

South Santiam River (Sweet Home) Bridge Section

11. GENERAL DESCRIPTION OF WORK

Utility adjustment

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☒ OTHER *(Specify)* Utility Adjustment

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, this will confirm the advance approval date of 5/11/83 as requested by Mr. Potter's letter of 9/28/83 to proceed with the actual adjustment to the City of Sweet Home's water facilities on an actual cost basis estimated to be $3,610.

I approve the Agreement with the City of Sweet Home.

Approval and participation for the eligible portion of the work authorized above is subject to the provisions of the Federal-aid Program Manual.

RECEIVED
STATE HWY ENGR
OCT 13 '83
REFER TO Potter
FOR
OMG 10/17

Info	Inves	R/D	D/R	Sign	Act	File

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
10/7/83	G. K. Dossner	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

7-1.4

5

RECEIVED
TECHNICAL SERVICES
SEP 29 '83
REFER TO
FOR
Info | Inves | R/D | b/h | Draft | Agr | File

September 28, 1983

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

FROM: Gary A. Potter
Manager, Program Section

SUBJECT: Water Facilities Relocation
City of Sweet Home
South Santiam River (Sweet Home) Bridge Section
FAS-A483 (Pleasant Valley Road)
Linn County
Project No. RS-A483(3)

Here is a copy of a final billing of cost to adjust the City of Sweet Home's water facilities dated September 20, 1983, and a sketch showing their relocation.

A certification prepared by Jerry Miller as to the City's rights in the land occupied by their facilities is in our files.

The conflict was anticipated. The City was advised verbally by Linn County of the conflict as soon as it was known. The relocation agreement will, therefore, consist of verbal notification of conflict, the estimate and sketch submitted herewith and our letter authorizing them to proceed with the work.

An appropriate permit for the utility's proposed relocation will be issued as required by Linn County.

The State is not entitled to a credit for expired service life under the provisions of Paragraph 9b (1) (b) of PPM 30-4 as the relocation involves two crossings of the project by the facilities.

There will be no betterment derived from the proposed adjustment of the City's facilities.

Your approval of the actual cost agreement, as evidenced above, and confirmation of your advanced authorization to proceed with the work as of May 11, 1983 under the provisions of PPM 30-4 and 30-4.1 is requested. Estimated cost to the State is $3,610.

JMC/GAP/llr
Enclosures
cc: E. S. Hunter
D. E. Swan
Jack M. Cartwright
Jerry Miller

9484

May 25, 1983

CON

Donald W. Thompson, Inc.
3421 Stanton
North Bend, OR 97459

Time Extension Request
S. Santiam River (Sweet Home) Bridge
Contract No. 9484
FAP No. RS-A483(3)

Your request for additional contract time in which to complete the above project has been very carefully reviewed. A contract time extension of 26 calendar days is granted due to delay encountered in the concrete mix design for the 5000 psi concrete.

The adjusted time of completion for this contract is 526 calendar days.

Should you wish to review this matter further, please contact Project Manager Jack Martin.

W. E. Schwartz, P.E.
Assistant State Highway Engineer
for Operations

OBJ:mk st

bc H. S. Coulter
C. T. Keasey
C. O. Fredrickson w/att.
Jack Martin w/att.
FHWA w/att.
Bob Church - Note: This is FHWA non-participating.

STATE OF OREGON

Highway Division - Region 2

INTEROFFICE MEMO

378-2626

DATE: May 17, 1983

TO: C. T. Keasey
CONSTRUCTION ENGINEER

FROM: G. W. Wimer
REGION 2 CONSTRUCTION ENGINEER

SUBJECT: Time Extension Request
S. Santiam R. (Sweet Home) Bridge
Pleasant Valley Rd. - FAS-A483
Contract 9484

Donald W. Thompson, Inc., by the attached formal request, asked that a 43 calendar day (cd) time extension be added to the originally authorized 500 cd, making a new total of 543 cd. As of last Saturday, May 14, 1983, time charges were 298 cd with 202 remaining. The contractor is reasonably on schedule.

Project Manager J. M. Martin, in his attached May 10, 1983, letter of transmittal and analysis, did an excellent job of documenting 43 cd delays to the contractor from February 7, 1983, to March 21, 1983, due to problems of low-class 5,000 concrete strengths not attributable to the contractor. Also, the contractor was able to continue at an approximate 80 percent rate from February 7, 1983, to February 23, 1983. By not recognizing any portion of these 17 cd, Mr. Martin and this office can readily recommend a 26 cd extension.

5-23-83

GW/rgb

Attch.

cc: Jack Martin

W.E. Schwartz -

I concur with Region and Project Manager. Apparently we provided a mix design, the contractor met its requirements, and 5000 psi concrete was not attained. We then provided a revised mix design which did attain strength.

This time extension is FHWA non-participating.

O.M. Jackson

RECEIVED
MAY 20 1983
CONSTRUCTION SECTION

CE ___ CAE ___ FOE ___ OCS ___ SCS ___ EEO ___
OA ___ CA ___ I ___ TC ___ FE ___ CP ___

81-125-1307

STATE OF OREGON

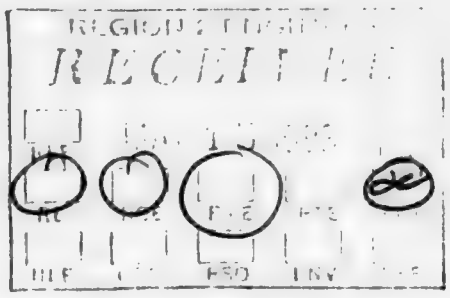
INTEROFFICE MEMO
522-1011

DEPT _____ TELEPHONE _____

TO: G. W. Wimer
Region Construction Engineer

DATE: May 10, 1983

FROM: J. M. Martin
Project Manager



SUBJECT: Time Extension Request
S. Santiam R. (Sweet Home) Bridge
Contract No. 9484

Herewith is contractor's request for an increase in the number of Calendar Days to complete subject project. The specified number of CDs is 500, the request is that it be increased to 543.

Their request is based on the cancellation of Class 5000 concrete placement until concrete strength problems could be resolved.

The contractor planned to place concrete in a portion of the stems in Span 1 on February 7, 1983. All preparatory to this work was completed by February 7th. The Project Manager cancelled the pour because the Class 5000 placed in the bottom slab was not attaining the required strength.

The reason for the low strength was not known, was apparently not the fault of the contractor. Because the higher strength was a design requirement, extensive testing by the Materials Section was begun. The testing was continued until March 21, 1983, an elapse of 43 CDs, when an acceptable mix design was developed and the contractor notified concrete placement could resume.

Not all work was delayed by the concrete problems. The contractor, who had a force averaging 5 men prior to February 7th, had a crew of 4 doing contract work after that date and continuous thru February 23rd.

After February 23rd the contractor worked on removing stem forms so post-tensioning ducts could be adjusted in Span 1. This was EWO-1 work and related to the concrete problems, therefore should have no effect on the contractor's extra time request.

If the CDs from February 7th thru February 23rd, 17 CDs, are deducted from 43 CDs requested, there remains 26 CDs that could be recommended because no contract work could be performed as a result of the concrete strength problems.

At this time the risk to the contractor of liquidated damages seems slight. As of Saturday, May 14, 1983 there will be 202 CDs remaining to complete the work.

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to File No.

PRO 6-2

Date: May 17, 1983

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

From: Gary A. Potter, Manager
Program Section

Subject: Program Change
Item No. 70333
Project No. RS-A483(3)
S. Santiam Riv. (Sweet Home) Br. Sec.
Linn County
Contract 9484

I request approval of a program change to extend the "Beginning of Project" (the northerly limits at station 3+90) northerly a distance of 240 feet, to engineer's station 1+50 to lengthen the crest vertical curve to improve the sight distance where the project matches the existing roadway.

The contractor has agreed to perform the additional work at present contract unit bid prices except the lump sum items will be increased by a percentage. Therefore, it is estimated the additional cost will add approximately $20,000 to the contract with no increase in Federal funds. This addition will revise the construction costs to a TEC of $1,798,149.

The County has been notified that Federal funds will not be increased above the $980,000 obligated for this project. Mr. Willis Grafe, County Engineer, advised us the money is in the County's budget to cover the extra costs.

Upon your approval of this program change the Construction Section will forward the proper documents.

Attached is a copy of the right-of-way certification covering the additional length.

JLG:bks
Attachment
cc: C.O. Fredrickson (Region 2)
C.T. Keasey
H. Reynoldson
General Files

Form 734-3122

May 11, 1983

RECEIVED
TECHNICAL SERVICES
MAY 16 '83
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Agl | File

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

ATTENTION: Ernest J. Valach,
Program Development Engineer

FROM: Jack M. Cartwright
Utility Relocation Coordinator

SUBJECT: Federal Participation Eligibility Date
Water Main Relocation
City of Sweet Home
South Santiam River (Sweet Home) Bridge Section
FAS-A483 (Pleasant Valley Road)
Linn County
Project No. RS-A483(3)

Dear Mr. Valach:

Confirmation of your verbal authorization for the City of Sweet Home to proceed with the relocation of their water main facilities in conflict with this project as of May 11, 1983 is requested. An estimate of cost is being prepared by the City. The estimate, upon receipt, will be forwarded for your review and approval by separate letter. Federal participation in the cost of the relocation work is subject to FHWA's review and approval of the estimate of cost.

Advanced authorization date of
May 11, 1983 is approved

Ernest J. Valach, Prog. Development Engr.

JMC/llr
cc: E. S. Hunter
D. E. Swan
C. O. Fredrickson
Jerry J. Miller, Reg. 2
Pete Gonzalez

RECEIVED
RR & UTILITY UNIT

522-1011 RS-A483(3)

STATE OF OREGON
Highway Division - Region 2

INTEROFFICE MEMO
378-2626

TO: Gary Potter, Manager
PROGRAM SECTION

DATE: ~~April 25, 1983~~

FROM: Gerald W. Wimer
REGION 2 CONSTRUCTION ENGINEER

SUBJECT: Project Limits Extension
S. Santiam R. (Sweet Home) Br.
Contract 9484

By the attached April 8, 1983, letter from Linn County, Willis Grafe requests the subject project be extended northerly 240' to Station 1+50. I believe Linn County is entitled to adequate FASC funds to cover the present estimate of approximately $20,000. It is also important to make this extension at this time to eliminate the poor vertical alignment that we would otherwise be tying onto.

Also attached is another April 8 letter from Mr. Grafe to an abutting property owner, Paul G. Ingram, about his driveway. Other attachments include Project Manager J. M. Martin's April 19, 1983, transmittal and the attachments listed in it.

Please secure the formal authorization of the FHWA for this project extension. In the interim, I am asking Mr. Martin to secure a price agreement from the contractor. Hopefully, you will secure the FHWA's formal approval before that P.A. arrives in this office. This should eliminate any hold up or delays to the contractor in grading and paving this extension simultaneously with the basic bridge approach construction for this project. Thank you in advance for your early assistance.

attch.
GW/rgb

cc: C. T. Keasey w/attch.
J. M. Martin w/o attch.

cc: Gerry Wimer
C.T. Keasey 5/2/83 pb
this to file.

5-2-83
Discussed with Wimer. Advised him that Project originally has been funded in such a manner that the limits of FA are fixed. FHWA will approve the extension, but the work would have to be done with 100% County funds.

Gary Potter

PROGRAM SECTION
MANAGER GP PROJECT UNIT ---
APR 28 1983
MAIL ASSIST. --- PROGRAM UNIT ---
REFER TO ---
FOR ---

81-125-1387

Contains Recycled Materials

STATE OF OREGON

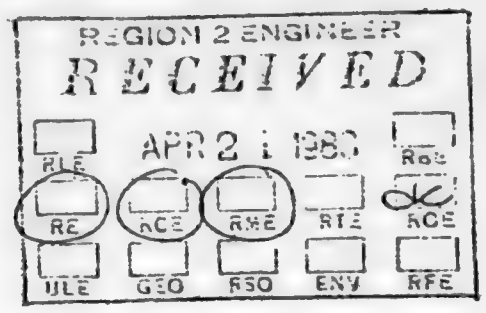
INTEROFFICE MEMO
522-1011

DEPT. _____ TELEPHONE _____

TO: G. W. Wimer
Region Const. Engineer

DATE: April 19, 1985

FROM: J. M. Martin
Project Manager



SUBJECT: Extension of Project Limits
S. Santiam R. (Sweet Home) Bridge
Contract 9484

Linn County requests the northerly project limits at Pleasant Valley Road be extended 240 feet.

The purpose is to smooth the vertical alignment and improve the sight distance, as indicated by the attached finish grade profile.

Lowering the roadway will require rebuilding the Ingram driveway at Station 3+40 Left all the way to the garage building as indicated by the approach profile, also attached.

The contractor has not submitted the results of his review but it is expected that virtually all work can be performed as an extension of contract bid items, the exceptions being Temporary Protection and Direction of Traffic and Extra for Approaches. The esimated cost is $19,000.

Attached, in addition to the aforementioned, are the following:
Cost estimate itemization
Plan view and typical section
Copy of Linn County's letter to Ingram
Copy of Linn County's letter to Project Manager

81.125.1387

EXTENSION PROFILE
CONT # 9184 522-101

EXTENSION LIMITS 240'

PLAN CONSTRUCTION

1+50 2+00 3+00 3+90 4+00 5+00

℄ STATION

92.06

91.0

89.74

89.21

℄ NEW CONSTRUCTION PROFILE

℄ EXISTING PROFILE

EXISTING DRIVEWAY ℄

81.70

81.52

74.23

73.77

63.20

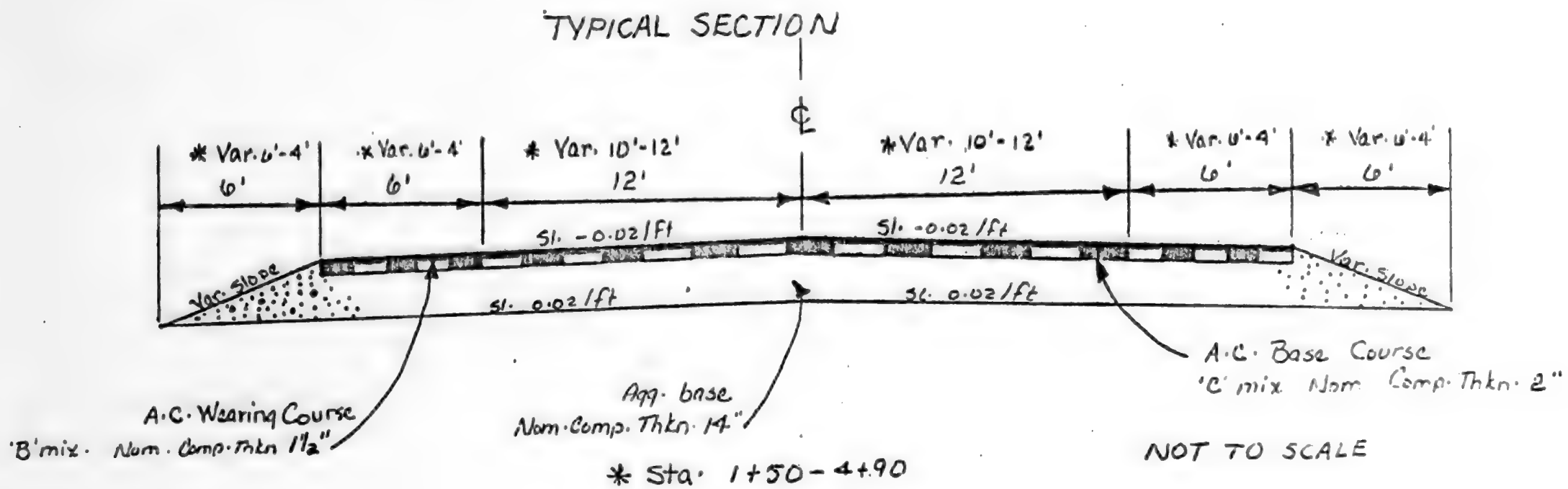
SCALE:
HORIZ 1" = 50'
VERT. 1" = 5'

PJW
4-18-83

SOUTH SANTIAM RIVER BRIDGE (SWEET HOME) 522-1011

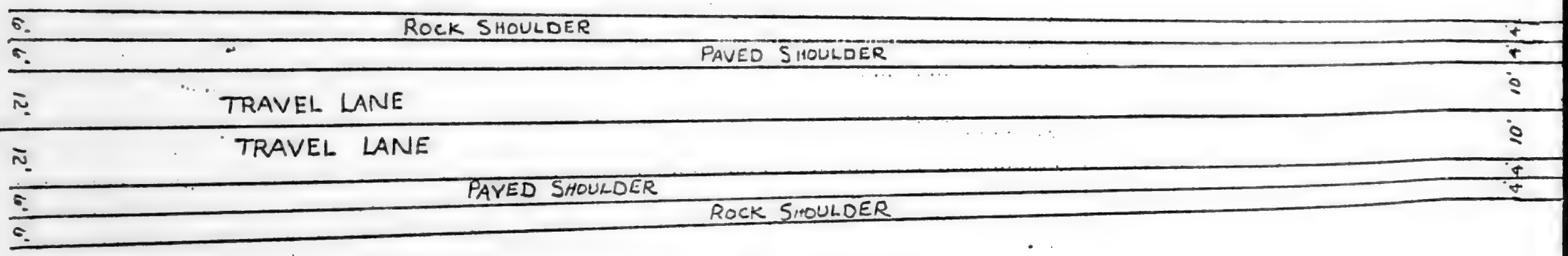
TAPER SECTION

TYPICAL SECTION



NOT TO SCALE

* Sta. 1+50 - 4+90



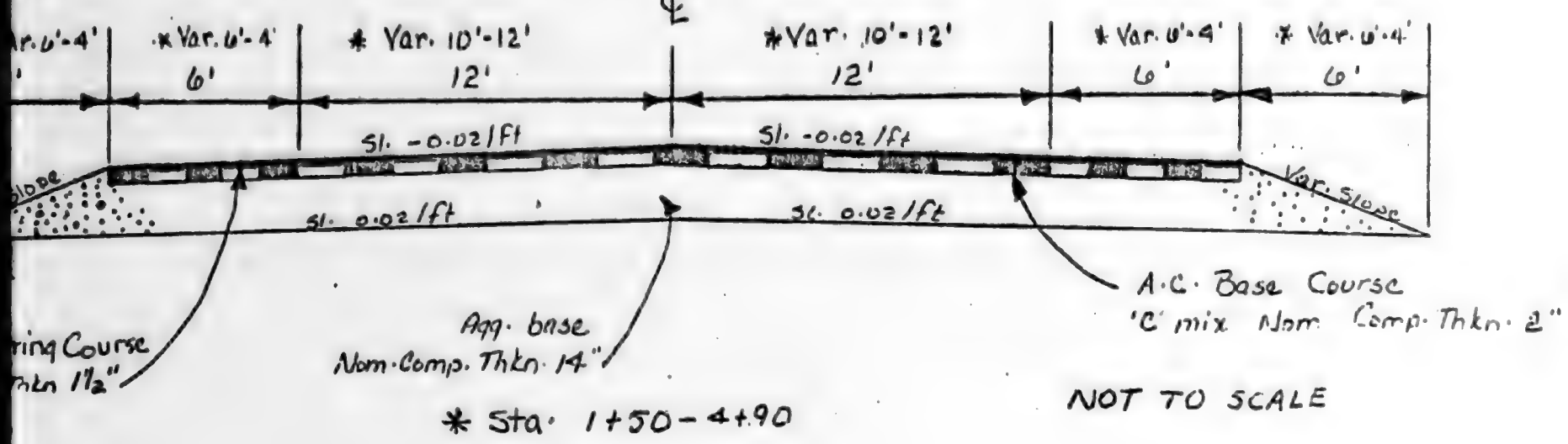
PLAN VIEW

4+10 4+80 4+50 4+20 3+90 3+60 3+30 3+00 2+70 2+40 1+20

SOUTH SANTIAM RIVER BRIDGE (SWEET HOME) 522-1011

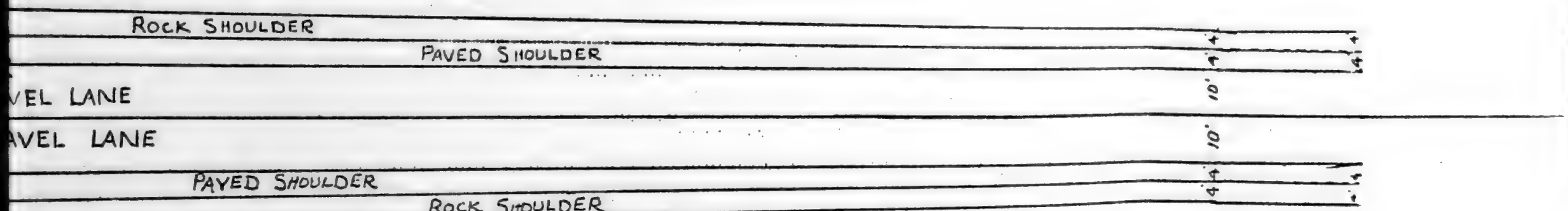
TAPER SECTION

TYPICAL SECTION



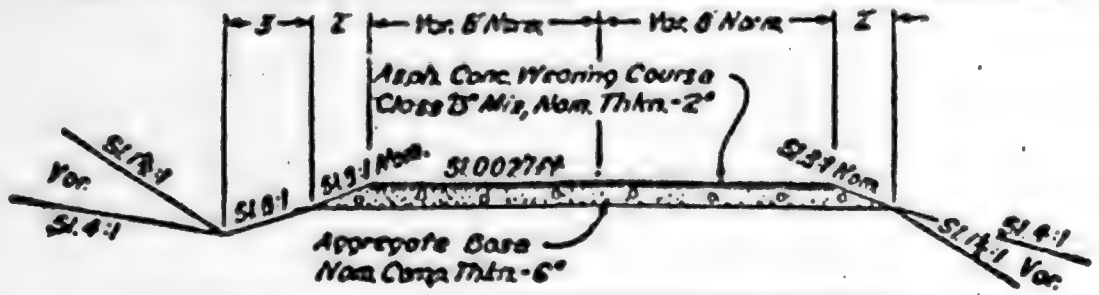
* Sta. 1+50 - 4+90

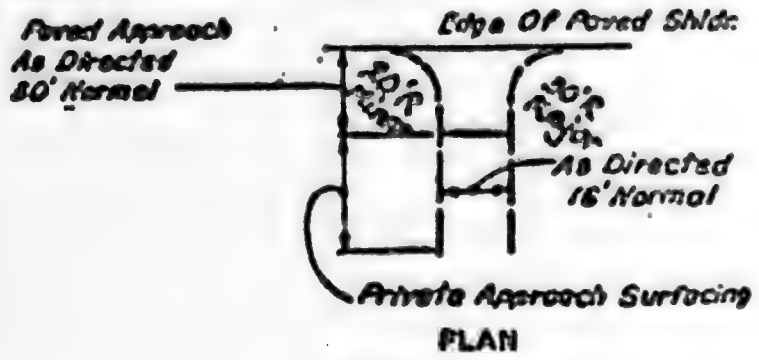
NOT TO SCALE



PLAN VIEW

4+20 3+90 3+60 3+30 3+00 2+70 2+40 2+10 1+80 1+50

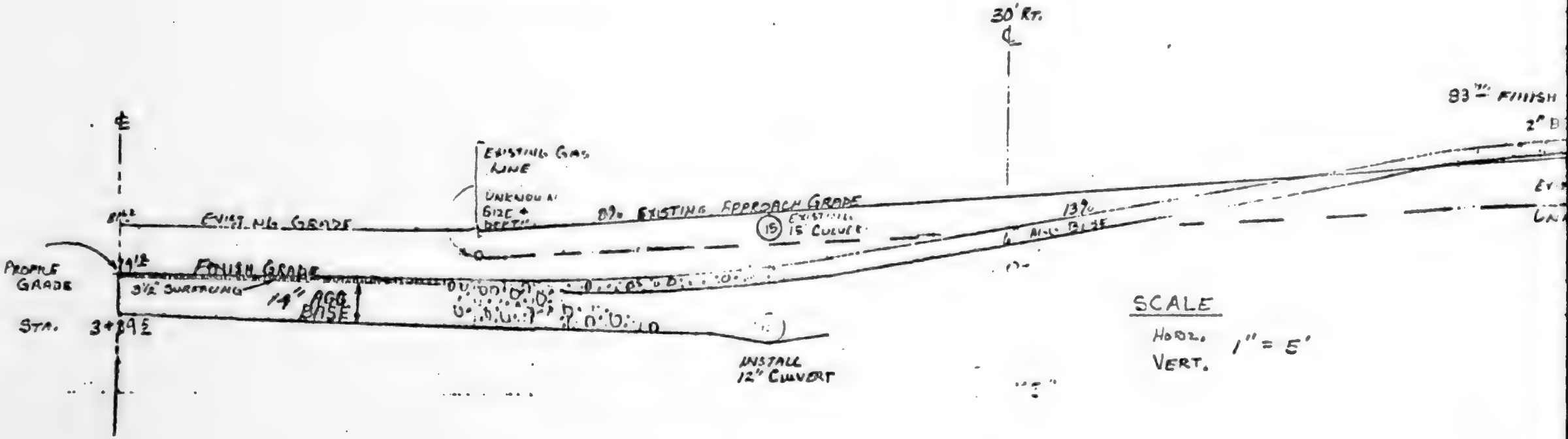




PLAN

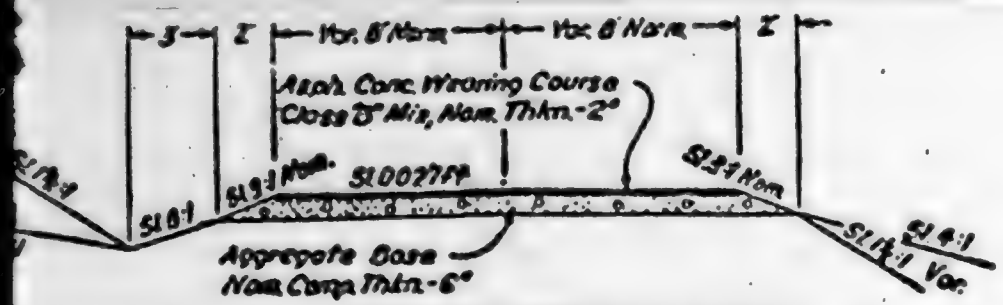
ROAD APPROACH

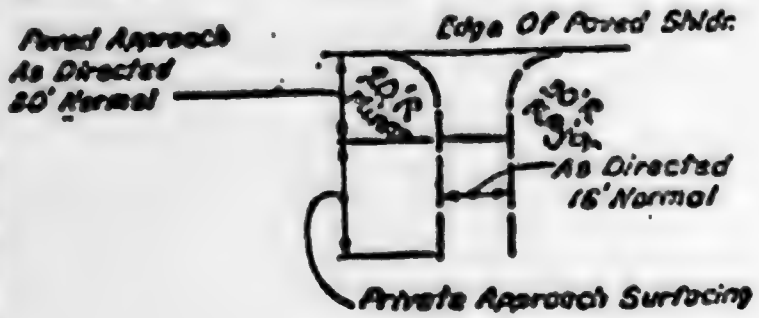
South Santiam River Bridge
Extension Approach Profile
Cont. # 9484 522-1011



Ingram Driveway Profile

℄ 10 20 30 40

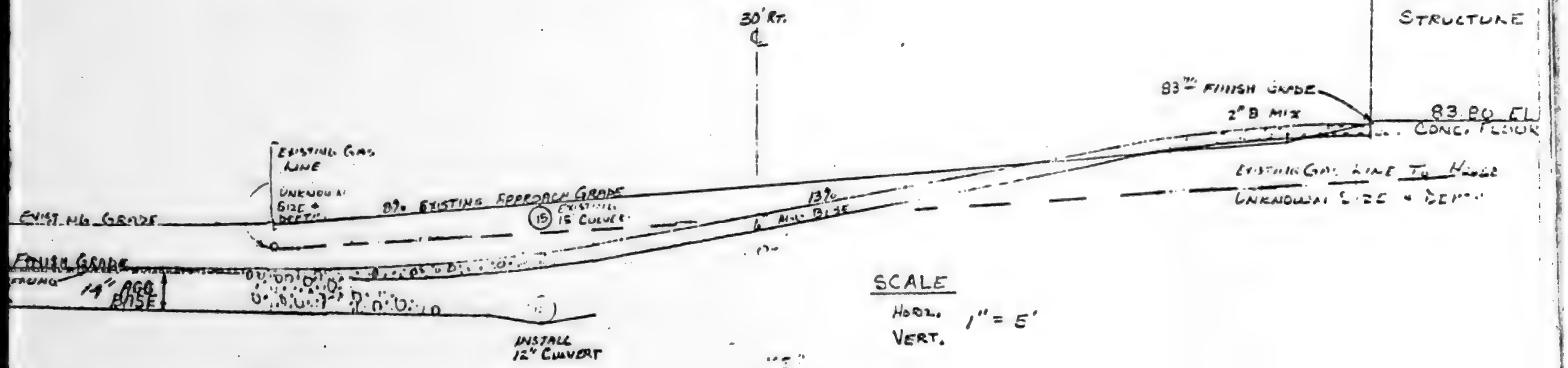




PLAN

ROAD APPROACH

South Santiam River Bridge
Extension Approach Profile
Cont. # 9484 522-1011



SCALE

Horz. 1" = 5'
Vert.

Ingram Driveway Profile

10 20 30 40 50

INN COUNTY ROAD DEPARTMENT

NEAL D. MICHAEL
Roadmaster

WILLIS R. GRAFE
County Engineer

April 8, 1983

RECEIVED
J.M. MARTIN, Res. Engr.
RE AR OE CI MI

Mr. Jack Martin, Project Manager
Oregon State Highway Division
3400 Spicer Road S.E.
Albany, Oregon 97321

Re: Extension of Project, South Santiam River Bridge, Pleasant Valley Road

Dear Jack,

This is to confirm our previous request to you for an extension of the grading and paving on the project in order to grade off the sharp vertical curve lying immediately beyond the north project limits.

The necessary extension will be approximately 240' long and will extend past the first driveway on the westerly side of Pleasant Valley Road.

The rock wall on the west side just beyond the present project limits is within the present right of way, but can be left in place and the drainage and necessary width provided by roofing over the ditch and installing an appropriately sized culvert.

It will be necessary to upgrade the driveway on the west side, and I have received verbal permission from the owner, Mr. Paul Ingram, to do so. I will provide you with written documentation of this soon.

A transition should be made through the length of the extension to blend in with the existing pavement at the northerly end. A paved width of 30' or 32' would be desirable at the end, so we can stripe 10' to 12' lanes. Please keep the base and pavement depths the same. If necessary to accommodate the section within the right of way, base surfacing slopes of 3' will be satisfactory.

We have advised Mr. Ingram his driveway and garage apron will be paved, and 2" depth should be satisfactory.

Mr. Ingram has cautioned that a water well is located somewhere on the south side of the driveway near the garage, and it will need to be avoided.

We have advised the N.W. Natural Gas Company of this pending action, and have been assured of their quick response.

If you need further information regarding the scope of this request, please let me know.

Sincerely,

Willis R. Grafe
Linn County Engineer

WRG:bjr

RECEIVED
J.M. MARTIN, Res. Engr.
RE AR OE CI IN

LINN COUNTY ROAD DEPARTMENT

NEAL D. MICHAEL
Roadmaster

WILLIS R. GRAFE
County Engineer

April 8, 1983

RECEIVED

J.M. MARTIN, Res. Engr.

RE AR CE CI EI

Mr. Paul G. Ingram
1059 Pleasant Valley Road
Sweet Home, Oregon 97386

Re: Reconstruction of Driveway from your Property to Pleasant Valley Road (C.R. 906)

Dear Mr. Ingram:

This is to confirm our discussion of April 5, 1983 at the Linn County Road Department office regarding our proposal to improve the grade line of Pleasant Valley Road in front of your property, Tax Lot 1302, T13S, R1E, Section 30.

In order to make any significant improvement to the county road, it is necessary to adjust the grade to your driveway, steepening it somewhat, and it is my understanding, after our discussion, that you offer no objection to this so long as convenient access can be maintained.

In order to assure access to your garage, we will plan to pave it up to the concrete slab, and will do the same for the road leading to the rear of the property as far as the regrading is performed.

I have discussed with Mr. Kenneth White, Sr. the matter of the verbal easement and joint ownership of the road alongside the garage, and received his unqualified concurrence to the work necessary.

We have already requested the gas company to locate their line inside the work area, and will also take steps to identify the well which you described to me.

If you are in agreement with the statement as described above, please sign and return the attached copy of this letter in the enclosed stamped, self-addressed envelope. If anything further needs to be discussed, please advise me so we can assure full understanding of the matter.

Sincerely,

Willis, R. Grafe
Linn County Engineer

WRG:bjr

RECEIVED
APR 11 1983
J.M. MARTIN, Res. Engr.
RE AR CE CI PI

South Santiam River (Sweet Home) Bridge

Pleasant Valley Road Extension

Bid Item No.	Bid Item	Quantity	Unit Price	Amount
2.	Extra For Temp. Prot. & Dir. Traffic	Lump Sum	[redacted]	$200.00
9.	(Excavation) Emb. in Place	1117.9 Cu Yd	$5.00	$5,589.50
14.	Aggregate Base	747.27 Tons	$7.50	$5,604.53
15.	Class "B" A.C.	166.76 Tons	$33.70	$5,619.81
16.	12" C.M.P.	100 Lin. Ft.	$13.00	$1,300.00
26.	Extra for Asphalt Approach	1 Each	[redacted]	$400.00

$18,713.84

U.S. Department of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

RECEIVED
STATE HWY ENGR
MAR 21 '83
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File
X

Subject: Structures Requiring Highway Strength Concrete

Date: March 18, 1983

From: Division Administrator

Reply to Attn. of: HBR-OR/407.1
XRef: BRF-2-5(8)
XRef: RS-A483(3)

To: Mr. H. S. Coulter, State Highway Engineer
Salem, Oregon

Concrete for prestress box girders has been very erratic this winter for the Nehalem (BRF-2-5(8) and South Santiam Sweet Home (RS-A483(3) bridges. These are projects that require 5000 psi ultimate strength concrete in the superstructure. Specifications also require 1½" aggregate in the deck to give the maximum durability in the wearing surface.

Your recent change to a contractor mix design proportioning specification for concrete and the problems on the afore mentioned jobs have caused us to look carefully at the requirements for high strength structural concrete. We have the following comments for your consideration:

1. A limit should be placed on cement reduction even if strengths are high. Consistancy and durability are our concern. (Admixture such as water reducers increase strength but in turn do very little for durability.)

2. The AASHTO specifications for cement M85 for Type I does not have chemical requirements for early or later (one week) strengths. It would seem that requirements for the tricalcium silicate (C_3S) and dicalcium silicate (C_2S) should be considered for high strength concrete. With the proper chemical control I believe you could insure the strength gain to continue after on or two weeks of cure. If you have misgivings in a C_2S or C_3S specification control an acceptable morter strength test for 3, 7 and 14 days could be performed to test the cement.

3. It appears that an additional durability requirement should be placed on the coarse aggregate for decks. Some coarse aggregates give up to 1000 psi higher strengths than others (Sweet Home aggregate vs Harrisburg or Portland aggregates). Current LA rattler tests and Friable particle testing do not adequately screen out the poor material. Perhaps your experiments with the DMSO test would help make this determination.

When strengths become a problem the entrained air may also make a contribution to strength reduction. Field crews should be instructed to carefully monitor the air and keep the percentage in the lower range when such problems arise.

3-21-83
Walt - please reply
Ed.

When structural strengths of 5000 psi are required virtually all concrete placed in that section must attain this strength in order for the structural elements to respond as designed. If a concrete mix is designed for 5000 psi a standard deviation will allow some concrete to be placed that is below this value. Perhaps this 5000 psi value should be raised slightly to insure compliance with the design. I believe your special provisions for a test batch mix to exceed the design strength by 600 psi should accomplish this end.

It is felt that the above items are improtant to the proper administration of the field construction. In view of the fact that you are now starting to use contractor designed mixes, it is felt that the contractors and their engineers need the same control you have exercised when the mix was designed and controlled from the lab.

We would be pleased to discuss these items in more detail with you. Please let us know what additional requirement you intend to initiate.

Dale E. Wilken

cc:
OSHD (W Hart)
OSHD (J Wilson)

522-1955

MEMORANDUM

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

FINAL VOUCHER FOR PAYMENT UNDER 23 U.S.C. 117

D.O. VOUCHER NO.	
STATE VOUCHER NO.	
DATE	
FHWA SCHEDULE NO.	
PAID BY	

Appropriation:

The United States, Dr., TO Treasurer of the State of Oregon

Address Capitol Bldg. - Salem, OR 97310

STATE Oregon	FEDERAL AID PROJECT NO.
PROGRAM APPROVED	VOUCHER [illegible](1)
	From: 7-25-77 To: 5-4-82

FINANCIAL DATA

TOTAL ACTUAL COST	TOTAL PARTICIPATING COST	PRO-RATA OF PARTICIPATING COST CLAIMED FROM U.S.	TOTAL AMOUNT CLAIMED FROM U.S.	LESS PREVIOUS PAYMENTS	NET AMOUNT CLAIMED
STATE EXPENSE					
At $123,271.68	$123,033.69	[illegible]	$105,568105	$105,568.05	$ 0.00

RECEIVED IN FHWA DIVISION OFFICE		
FHWA REVIEW PERFORMED		
PASSED FOR PAYMENT		Oregon
FORWARDED BY FHWA DIVISION OFFICE		9/28/82 Controller

0.00

Form FHWA-1447A (4-78) PREVIOUS EDITIONS ARE OBSOLETE

STATEMENT OF COSTS INCURRED UNDER PROJECT AGREEMENT

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTATIONS (Payee must not use this column)
	S. Santiam River Bridge (Sweet Home) Section County Road in Linn County					
	Preliminary Engineering Type Code P.E. State	All Required			$122,295.68	
	Type Code Y070 Archeological Salvage	All Required			744.01	
	Total Participating Project Cost				$123,039.69	
	Nonparticipating Project Cost State	All Required			231.99	
	Total Project Cost				$123,271.68	
	Prepared based on Participating Costs as shown on Federal Billing as of 10/14/82.					
	AMOUNT CARRIED FORWARD					

PREFIX	GRP FL	FED AID PROJ APPR	AGREEMENT AMOUNT	TOTAL COSTS TO DATE	PARTIC. AMOUNT	% OF PARTIC.	FEDERAL SHARE	AMOUNT PREV. CLAIMED	ADJUSTMENT AND CODE	AMOUNT OF THIS VOUCHER
515-1972	1	RRS -A361-001 APPR-138	1,800.00	109.43	109.43	90.00	98.49	98.49		
515-1989	1	PMS -000S-103 APPR-140	2,100.00	1,945.07	1,945.07	100.00	1,945.07	1,945.07		
516-1976	1	RS -B400-001 APPR-075	55,358.00	53,609.39	53,609.39	88.15	47,256.68	47,256.68		
516-1979	1	PMS -000S-098 APPR-140	100.00	133.66	133.66	100.00	133.66	100.00	33.66 B	
517-1910	1	RS -A323-001 APPR-075	52,419.00	59,597.18	59,389.69	85.80	50,956.35	50,956.35		
517-1931	1	BRS -A335-001 APPR-118	22,680.00	22,162.35	22,129.08	80.00	17,703.26	17,703.26		
[illegible]1934	1	HES -A333-001 APPR-141	15,750.00	446.57	446.57	90.00	401.91	401.91		
517-1937	1	RS -A338-001 APPR-075	12,432.00	2,795.23	2,788.23	88.18	2,458.66	2,359.03		99.63
518-1920	1	RS -B319-001 APPR-075	300,300.00	236,885.53	233,852.79	85.80	200,645.69	199,137.13		1,508.56
519-1929	1	BRS -B326-001 APPR-114	16,800.00	9,532.99	9,532.99	80.00	7,626.39	5,527.26		2,099.13
520-1956	1	RRP -A452-001 APPR-139	1,800.00	236.40	236.40	90.00	212.76	212.76		
520-1958	1	RS -A465-002 APPR-075	68,248.00	2,283.04	2,283.04	88.15	2,012.50	1,839.22		173.28
520-1960	1	HES -A454-002 APPR-141	6,300.00	8,257.74	8,237.56	90.00	7,413.80	6,300.00	1,113.80 B	
520-1987	1	PMS -000S-102 APPR-140	2,100.00	2,050.49	2,050.49	100.00	2,050.49	2,050.49		
520-1990	1#	RS -0436-002 APPR-075	1,591.79	1,855.23	1,855.23	85.80	1,591.79	1,591.79		
521-1910	1	RS -A531-001 APPR-075	10,638.00	4,646.62	4,646.62	81.83	3,802.33	3,728.73		73.60
521-1911	1	RS -A525-003 APPR-075	8,019.00	3,301.33	3,301.33	81.83	2,701.48	2,502.64		198.84
[illegible]-1977	1#	RS -A522-002 APPR-075	28,927.80	33,747.26	33,715.38	85.80	28,927.80	28,927.80		
522-1955	1	RS -A483-001 APPR-075	105,568.05	123,271.68	123,039.69	85.80	105,568.05	105,568.05		
522-1986	1	RRP -A500-001 APPR-139	1,800.00	78.50	78.50	90.00	70.65	70.65		
523-1973	1#	RS -B495-001 APPR-075	5,983.60	6,973.89	6,973.89	85.80	5,983.60	5,983.60		
523-1989	1#	SR -B482-001 APPR-079	1,857.24	2,106.19	2,106.19	88.18	1,857.24	1,857.24		
523-1991	1#	RS -B500-002 APPR-075	50,586.56	57,462.39	57,367.39	88.18	50,586.56	50,586.56		
523-1993	1	BRS -B500-001 APPR-118				80.00				
523-1995	1	BHS -B487-001 APPR-114	10,400.00	5,288.04	5,288.04	80.00	4,230.43	4,230.43		
524-1906	1#	RRS -A576-001 APPR-138	393.71	437.46	437.46	90.00	393.71	393.71		

DESCRIPTION OF JOB OR DEPARTMENT	PREFIX		FUNCTION		CURRENT MONTH	FISCAL YEAR TO DATE	GRAND TOTAL TO DATE
	521	1977	915	00 P 1			225.17
	521	1977	916	00 P 1			3.16
	521	1977	918	00 P 1			70.20
	521	1977	920	00 P 1			14.07
	521	1977	923	00 P 1			2,331.55
	521	1977	950	00 P 1			25.53
	521	1977	980	00 P 1			34.24
			TOT	P1			33,715.38
			TOT	N1			31.88
			** JOB TOTALS **		**	**	33,747.26 **
S SANTIAM RIV BR, SWEET HOME, CONT NO			FA PROJ NOS BR	48I001 100			STATE
	522	1955	296	00 N 9	1,246.02	434.70	112,167.34CR
	522	1955	297	00 N 9			6,600.00
	522	1955	298	00 N 9	1,245.02CR	434.70CR	105,567.34
	522	1955	901	00 P 1	63.11CR	63.11CR	17,986.98
	522	1955	901	00 N 1			79.69
	522	1955	903	00 P 1			10.75
	522	1955	905	00 P 1	87.54CR	78.54CR	7,438.75
	522	1955	906	00 P 1			949.53
	522	1955	907	00 P 1			1,982.74
	522	1955	909	00 P 1			4,671.68
	522	1955	910	00 P 1	1,171.53CR	980.92CR	3,472.05
	522	1955	911	00 P 1			1,207.38
	522	1955	912	00 P 1			98.70
	522	1955	913	00 P 1			7,883.79
	522	1955	913	00 N 1			22.33
	522	1955	914	00 P 1	21.13CR	21.13CR	1,471.34
	522	1955	918	00 P 1			10,022.04
	522	1955	920	00 P 1			250.77
	522	1955	921	00 P 1	22.68CR	22.68CR	2,584.96
	522	1955	922	00 P 1			70.08
	522	1955	923	00 P 1			14,787.99
	522	1955	926	00 P 1			25,869.10
	522	1955	926	00 N 1			129.97
	522	1955	927	00 P 1			18,978.61
	522	1955	932	00 P 1	84.25CR	84.25CR	
	522	1955	950	00 P 1			262.32
	522	1955	980	00 P 1			3,050.13
			TOT	P1	1,450.24CR	1,250.63CR	123,039.69
			TOT	N1			231.99
			** JOB TOTALS **		1,450.24CR**	1,250.63CR**	123,271.68 **
OERR XING @ CONSER ROAD	CONT NO		FA PROJ NOS RRP	500001 100			STATE
	522	1986	296	00 N 9			70.65CR
	522	1986	298	00 N 9			70.65
	522	1986	905	00 P 1			78.50

DONALD W. THOMPSON INC.
General Contractors
1714 HAMILTON • P.O. BOX 866 • NORTH BEND, OR 97459 • 503 – 756-7511

July 12, 1982

DEPARTMENT OF TRANSPORATION
Transportation Building
Salem, OR 97310

RE: CONTRACT 5
#9484
SOUTH SANTIAM RIVER (SWEET HOME) BRIDGE

Dear Sirs,

We respectfully request that all monies due Donald W. Thompson, Inc., in the form of retainage, from the monthly partial payments be placed in an interest bearing account.

Upon substantial completion and final payment the retained amounts would be due us plus interest.

Should you have any questions concerning this matter please do not hesitate to call or write.

Respectfully,

DONALD W. THOMPSON, INC.

Daniel L. Thompson
Vice-President

DLT/cms

RECEIVED
STAT. HWY ENGR
JUL 19 '82
REFER TO
Keasey
FOR

Info	Inves	R/D	D/R	Sign	Act	File
					K	

7-14

STATE COPY

OMB No. 04-R2089

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NO. 7-1-6	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION FEDERAL-AID PROJECT AGREEMENT 7/2/82	State Oregon County Linn Project No. RS-M483(3)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

South Santiam River (Sweet Home) Bridge

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	5-5-82	0.348
OTHER *(Specify)*		

FUNDS PRO RATA 81.83%

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 1,778,149.00	$ 980,000.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By [signature]

Program Management Engineer
(Title)

XX By For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By [signature]
(Division Administrator)

For: Dale E. Wilken

Date executed by
Division Administrator 1111

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Oregon State Highway Division
Salem, Oregon June 11, 1982

Federal-Aid Project
No. RS-A483(3)

South Santiam River (Sweet Home) Bridge Sec.
County Road in Linn County

PROJECT AGREEMENT ESTIMATE

Type Code 6201
Roadway (Sta. 3+90 to Sta. 14+03 and Sta. 17+93 to Sta. 22+25)

Mobilization	(20 %)	All Required	$ 28,970.00
Temporary Protection and Direction of Traffic		All Required	2,000.00
Temporary Signs	311 Sq. Ft.	8.00	2,488.00
Temporary Barricades	7 Each	75.00	525.00
Temporary Continuous Rail Traffic Barriers, Reflectorized	575 Lin. Ft.	4.50	2,587.50
Flagmen	400 Hour	23.00	9,200.00
Clearing and Grubbing		All Required	9,600.00
Removal of Structures and Obstructions		All Required	500.00
Embankment in Place	28,000 Cu. Yd.	5.00	140,000.00
Toe Trench Excavation	400 Cu. Yd.	20.00	8,000.00
Trench Excavation	120 Cu. Yd.	20.00	2,400.00
Finishing Roadbed and Slopes		All Required	6,200.00
Watering	250 M-Gal.	11.00	2,750.00
Aggregate Base	6,500 Ton	7.50	48,750.00
Class "B" Asphalt Concrete	1,400 Ton	33.70	47,180.00
12-inch Culvert Pipe	342 Lin. Ft.	13.00	4,446.00
18-inch Culvert Pipe	150 Lin. Ft.	18.00	2,700.00
Guard Rail, Type 1	25 Lin. Ft.	65.00	1,625.00
Guard Rail, Type 2A	1,400 Lin. Ft.	9.50	13,300.00
Guard Rail, Type 3	150 Lin. Ft.	20.00	3,000.00
Guard Rail Anchors, Type 1	3 Each	300.00	900.00
Guard Rail Anchors, Type 2	3 Each	325.00	975.00
Rail End Pieces, Type B	8 Each	35.00	280.00
Rail End Pieces, Type C	4 Each	80.00	320.00
Rail End Pieces, Terminal Connectors	4 Each	350.00	1,400.00
Extra for Asphalt Approaches	11 Each	65.00	715.00
Filter Blanket	150 Cu. Yd.	29.00	4,350.00

Keyed Riprap, Class 800	525 Cu. Yd.	24.60	12,915.00
Delineators, Type 2	8 Each	20.00	160.00
Delineators, Type 3	4 Each	25.00	100.00
Delineators, Type 4	8 Each	13.00	104.00
Roadside Seeding and Straw Mulch with Mulch Binder	1 Acre	1,200.00	1,200.00
			$ 359,640.50

Additional Items

Railroad Protective Costs	All Required	$ 9,300.00
Permanent Pavement Striping	All Required	1,000.00
Permanent Signing	All Required	4,000.00
Railroad Signal and Gates (by RR Forces)	All Required	64,300.00
		$ 78,600.00
	SUBTOTAL	$ 438,240.50
	Engineering	54,779.50
	TOTAL	$ 493,020.00

Type Code X081
Structure (Bridge No. 5150A, Sta. 14+03 to Sta. 17+93)

Mobilization	(80 %)	All Required	$ 115,880.00
Bridge Removal Work		All Required	20,000.00
Shoring, Cribbing, Etc.		All Required	367,219.00
Structure Excavation	700 Cu. Yd.	20.00	14,000.00
Structure Excavation Below Elevations Shown	70 Cu. Yd.	30.00	2,100.00
Structural Concrete, Class 3300 (158 C.Y.)		All Required	38,000.00
Structural Concrete, Class 4000 (150 C.Y.)		All Required	39,000.00
Structural Concrete, Class 5000 (1,315 C.Y.)		All Required	300,000.00
Expansion Joints, Type 400	78 Lin. Ft.	20.00	1,560.00
Seal Concrete	240 Cu. Yd.	137.00	32,880.00
Reinforcement (200,500 lbs.)		All Required	83,000.00
Coated Reinforcement (54,600 lbs.)		All Required	48,200.00
Prestressing Steel (95,400 lbs.)		All Required	30,000.00
Reinforced Concrete Bridge End Panels	80 Sq. Yd.	80.00	6,400.00
Bearing Devices, Bent 1	4 Each	500.00	2,000.00
Bearing Devices, Bent 3	4 Each	500.00	2,000.00
3-Tube Steel Railing	802 Lin. Ft.	49.00	39,298.00
			$1,141,537.00

Additional Items

On-the-job Trainees (1000 hr. @ $0.800)	All Required	$ 800.00
		$ 800.00
	SUBTOTAL	$1,142,337.00
	Engineering	142,792.00
	TOTAL	$1,285,129.00

Length of Roadway ---------- 0.274 mi.
Length of Structure ---------- 0.074 mi.
PROJECT LENGTH 0.348 mi.

Cost of Roadway Per Mile --------$1,799,343.06

SUMMARY OF FUNDS (Clause "A" 81.83%)

Description	Total Cost	Federal Funds	State Funds	County Funds
Roadway	$ 493,020.00	$ 271,720.00	$ 30,167.00	$191,133.00
Structure	1,285,129.00	708,280.00	78,635.00	498,214.00
TOTAL	$1,778,149.00	$ 980,000.00	$108,802.00	$689,347.00

Group 1 100%
Contract No. 9484
Prefix: 522-1955 (PE Only)
522-1011 (Const.

Nonparticipating - State Work

State Responsibility for Damages	All Required	$ 1,000.00

June 1, 1982

ACC

Linn County Board
of Commissioners
Courthouse
Albany, Oregon 97321

Attn: Mr. Willis Grafe
County Engineer

Gentlemen:

On May 27, 1982 the Highway Division received a satisfactory bid from Donald M. Thompson Inc., P.O. Box 866, North Bend, Oregon 97459 for the South Santiam River (Sweet Home) Bridge Section on FAS-A483. This is an FAS-C Project No. FS-A483(3).

Based upon the Contractor's bid the County's advance deposit will be:

Contractor's Bid	$1,301,177.50
RR Protection Costs	$ 9,300.00
RR-Other Costs	64,300.00
Permanent Signing	4,000.00
Permanent Pavement Striping	1,000.00
Job Trainees	800.00
State Responsibility for Damages	1,000.00
4 1/2% Contingencies	71,170.99
8% Engineering	126,526.20
Est. Total Construction Cost	$1,779,274.69
Est. R/W Cost	145,000.00
TOTAL	$1,924,274.69
Less Federal Share (145,000 x 82%) R/W	118,900.00
(Limit) Const.	980,000.00
Less State Share (9% of $1,340,121.95)	120,610.98
Less County Advance Deposit for R/W	8,600.00
	$ 696,163.71

By rounding, the County Advance Deposit will be $696,000.00

We will award the contract when we receive your advance deposit, which should be in this office no later than June 18, 1982.

The attached sheet describes three options for making your advance deposit. Please select the option you desire and submit your advance deposit accordingly.

Very truly yours,

ORIGINAL SIGNED BY
D. E. SWAN

D. E. Swan, P.E.
Program Control Engineer

HR:pf
Attachment

bcc w/AD # 82-31: Phil Stearns, Region 2 Federal Aid Specialist
Vern Skoog - Please return completed AD # 82-31 when advance deposit is received.

R/W Advance Deposit for S. Santiam R. (Sweet Home) Bridge, FAS-A483.

Project No. RS-A483(3) Prefix: 522-2514

Estimated Cost of R/W	$145,000
Federal Share 82% of $145,000	118,654
	$ 26,346
County Share is 1/2 or	$ 13,173
Less Prior Advance Deposit for R/W	8,600
Additional Advance Deposit	$ 4,573

Please transfer $4,570 from the $696,000.00 advance deposit from the request to the County dated 6-1-82.

This makes a total of $13,170 for the advance deposit for the R/W for this project.

NOTE: In case of overrun the limit of Federal funds for R/W for this project is $128,390.

cc: Vern Skoog

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: RS-A483(3)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 70333

2A. COUNTY NAME: Linn

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 5/5/82

8. FEDERAL ROUTE NUMBER: Secondary A483

9. STATE ROUTE NUMBER: County Road

10. GENERAL LOCATION:

South Santiam River (Sweet Home) Bridge Section

11. GENERAL DESCRIPTION OF WORK

Grade, drain, high type pavement and one structure

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☒ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☐ OTHER *(Specify)*

13. REMARKS

As requested in Mr. Swan's letters of 4/21/82 and 5/3/82 you are now authorized to proceed with actions necessary to advance to completion the physical construction provided for by the above project at a total estimated cost of $1,767,600 Federal Funds $980,000 in accordance with the approved Certification Acceptance Plan. If you subsequently find that exceptions to the procedure will be needed or that your proposed design standards are lower than the minimum design as approved, this office should be notified of such proposed exceptions and reasons thereof.

I accept the certification of Mr. Rod Henry dated 4/27/82 that provisions of FHPM 7-5-1 have been complied with.

(Note: Project is approved under Clause A)

RECEIVED
STATE HWY ENGR
MAY 14 '82
REFER TO
FOR
Orig. Mailed 5-14-82

Inte	Inve	R/D	D.R	Sign	Act

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
5/5/82	D. K. Swan	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

OREGON STATE HIGHWAY DIVISION
120 DOT Building
Salem, Oregon 97310

Highway # 522

Attention: Right-of-Way Section

Subject: Federal Aid Project No. RS-H 483 Prefix 522-1955

Project Name South Santiam River Bridge (Sweet Home)
Pleasant Valley Road

Regarding the above referred to federal aid project, we hereby certify that to the best of our knowledge and belief:

A. Existing Right-of-Way

☐ 1. All construction can be accomplished completely within the existing right-of-way. This existing right-of-way was acquired prior to January 2, 1971.

B. New Right-of-Way

☒ 1. This project required additional right-of-way purchased after January 2, 1971. Right-of-way, easements, or rights-of-entry required for this project have been secured in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and all incidental charges related to the transfer of property will be paid by the city in accordance with said Act.

☐ a. There has been no displacement of persons from residences, farms or businesses.

☒ b. There has been displacement of persons from either residences, farms or businesses and in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, displaced persons, businesses, or farm operations have been provided relocation payments, if eligible, and relocation assistance. Displaced individuals or families have been relocated to decent, safe and sanitary housing or have been offered decent, safe, sanitary and fair housing immediately available on the open market.

C. Utilities

☒ 1. The occupancy and/or adjustment of existing utilities within the right-of-way of the above referred to federal aid project have been authorized by permit, franchise, or other approved procedure.

Signed at _____, Oregon, this ____ day of _____, 19__

STATE PURCHASED R/W
FOR NAVAL NO.

Certified By:

Miguel M. Wilson
Regional Right-of-Way Supervisor

Date 4/26/82

City of _____

_____
Mayor

_____
City Recorder

Instructions: Complete A or B and C.

Section South Santiam River (Sweet Home) Bridge Programming Estimate $ 1,

Highway FAS A483 (Pleasant Valley Rd.) Project Length 0.35 mi.

County Linn Completion Time 500 CD

Kind of Work Grading, Paving, Structure Est. Comp. Date Nov. 9, '83

Prefix 522 - 1955 Letting Date May 27, '82 Project No. RS-A483(3)

ESTIMATED CONSTRUCTION AUTHORIZATION

Contract Amount	$	1,491,765 ~~1,626,034~~
. .		
. .		
. .		
. .		9,300
. .		64,300
. .		4,000
. . .		1,000
. .		
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. . .		
. .		800
. .		1,000
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. .		
	$	80,400 00

Note! Co. wishes 92% Fed. Funds

81.83%

ROUTING SLIP—DEPT. OF TRANSPORTATION Date: 4-21-82

Director	Industrial Engineers	Public Affairs
Asst. Dir.-Administration	Information Systems	Public Transit
Accounting (Highway)	Labor Relations	Radio
Administrative Services	Landscape	Records Management
Aeronautics	Library	Right of Way
Bridge	Location	Safety & Health Services
Chief Counsel	Mail Room	Sign Shop
Commission Services	Maintenance	State Highway Engineer
Construction	Materials & Research	Technical Services Eng.
Data Processing (Trans. Bldg.)	Motor Vehicles	Traffic Signal Unit
Employee Development	Organization & Manpower Services	Traffic
Engineering (Design)	Parks & Recreation	Travel Information
Environmental	Permits & Weighmaster	Utilities
Equipment Shops & Storeroom	Personnel Operations	Metropolitan
Finance (DOT)	Photocopy	Region Number 3
FHWA	Policy & Planning	District Number
General Files	Project Management & Operations Planning	Resident Engineer

ATTENTION: Phil Stearns OK per County

FROM: HR

COMMENTS: Please forward to County for their info, and for their response.

Form 731-0022 (8-81) SP*86790-734

Subtotal	$	1,572,165 00 ~~1,706,434 43~~
Contingencies (4-1/2%)		70,747 57 ~~76,789~~
Engineering (8, ~~9~~, ~~10~~%)		125,773 28 ~~136,514~~
~~Subtotal~~	$	
Credit for		
Estimated Net Authorization, Construction	$	1,768,685 63 ~~1,919,738~~ 25

APPROVED 4-21-82 Phil Stearns contacted Wallis Gratke-Inn Co. OK!

Road Design Engineer

Est. R/w Cost	125,000.00
Est total Cost	1,893,685.63
Less Federal Funds (limit)	1,108,390.00
Less State share (67% of 1,259,534.09)	75,572.05
Less County advance deposit for R/w	8,600.00
County share of Construction Costs	701,123.58

Section South Santiam River (Sweet Home) Bridge Programming Estimate $ 1,990,000 [illegible]

Highway FAS A483 (Plea[illegible]ant Valley Rd.) Project Length 0.35 mi.

County Linn Completion Time 500 CD

Kind of Work Grading, Paving, Structure Est. Comp. Date Nov. 9, '83

Prefix 522 - 1955 Letting Date May 27, '82 Project No. RS-A483(3)

ESTIMATED CONSTRUCTION AUTHORIZATION

Estimated Contract Amount . . . . $ 1,491,765 00 ~~1,626,034 00~~

Anticipated Additional Items:

Royalty Payment		
Permit Fees		
Slide Correction		
Railroad Protective Costs	9,300	
Other Railroad Costs	64,300	
Permanent Signing	4,000	
Permanent Pavement Striping	1,000	
Temporary Pavement Striping		
Remove Pavement Striping (Exist. & Temp.)		
Temporary Erosion Control		
State Furnished _____		
Roadside Seeding & Mulching		
Asphalt Cement Adjustment		
On the Job Trainees ($0.80 x 1000 hrs.)	800	
State Responsibility for Damages	1,000	
Signal Controller Testing		
"OPTICOM" Testing		
Bikeway Signs		
Bikeway Striping & Legend		
_____		
_____		
Adjust Utilities		
_____		
_____		
_____		
		$ 80,400 00

Subtotal $ 1,572,165 00 ~~1,706,434 43~~

Contingencies (4-1/2%) . . . . . 70,747 ~~76,789 53~~

Engineering (8, ~~9~~, ~~10~~%) . . . . . 125,773 20 ~~136,514 72~~

~~Subtotal~~ $

Credit for _____ . . . . . _____

Estimated Net Authorization, Construction . . . . . $ 1,768,685 63 ~~1,919,738 25~~

APPROVED

Est. R/w Cost 125,000.00

Est total Cost * 1,893,685.63

Less Federal Funds (limit) 1,108,390.00

Less State share (67% of 1,259,534.09) 75,572.05

Less County advance deposit for R/w 8,600.00

County share of Construction Costs * 701,123.58

_____

Road Design Engineer

SUMMARY--BID SCHEDULE--COST ESTIMATE

OREGON STATE — HIGHWAY DIVISION

Section	County	Sheet of
South Santiam River (Sweet Home) Bridge	LINN	1 3

Kind of Work	Length	Date	Name
Grading, Paving, Structure	0.35 mi.	4-7-'82	Bricher

No.	Item	Code	Unit	Quant.	Unit Cost	Total
1	Mobilization		All	All	(10%)	135,000-
2	Temporary Protection and					
	Direction of Traffic		All	All	-	5,000-
3	Temporary Signs		Sq. Ft.	311	6-	1,866-
4	Temporary Barricades		Each	7	100-	700-
5	Temporary Continuous Rail Traffic					
	Barriers, Reflectorized		Lin. Ft.	575	10-	5,750-
6	Flagmen		Hour	400	22 50/100	9,000-
	ROADWORK					
7	Clearing and Grubbing		All	All	-	5,000-
8	Removal of Structures					
	and Obstructions		All	All	-	1,500-
9	Embankment in Place		Cu. Yd.	28,000	3 90/100	109,200-
10	Toe Trench Excavation		Cu. Yd.	400	10-	4,000-
11	Trench Excavation.		Cu. Yd.	~~85~~ 120	8-	~~680-~~ 960-
12	Finishing Roadbed and Slopes		All	All	-	1,500-
13	Watering		M-Gal.	250	10-	2,500-
14	Aggregate Base		Ton	6,500	5 50/100	35,750-
15	Class "B" Asphalt Concrete		Ton	1,400	29 50/100	41,300

SUMMARY--BID SCHEDULE--COST ESTIMATE

OREGON STATE HIGHWAY DIVISION

Section	County	Sheet of
South Santiam River (Sweet Home) Bridge	LINN	2 3

Kind of Work	Length	Date	Name
Grading, Paving, Structure	0.35 mi.	4-7-'82	Bricher

No.	Item	Code	Unit	Quant.	Unit Cost	Total
16	12-inch Culvert Pipe		Lin.Ft.	~~341~~ 342	13⁻	4,446⁻
17	18-inch Culvert Pipe		Lin.Ft.	~~126~~ 150	18⁻	2,700⁻
18	Guard Rail, Type 1		Lin.Ft.	25	11⁻	275⁻
19	Guard Rail, Type 2A		Lin.Ft.	1,400	13⁻	18,200⁻
20	Guard Rail, Type 3		Lin.Ft.	150	28⁻	4,200⁻
21	Guard Rail Anchors, Type 1		Each	3	300⁻	900⁻
22	Guard Rail Anchors, Type 2		Each	3	300⁻	900⁻
23	Rail End Pieces, Type B		Each	8	75⁻	600⁻
24	Rail End Pieces, Type C		Each	4	85⁻	340⁻
25	Rail End Pieces, Terminal Connector		Each	4	100⁻	400⁻
26	Extra for Asphalt Approaches		Each	11	175⁻	1,925⁻
27	Filter Blanket		Cu.Yd.	150	15⁻	2,250⁻
28	Keyed Riprap, Class 800		Cu.Yd.	525	23⁻	12,075⁻
29	Delineators, Type 2		Each	8	22⁻	176⁻
30	Delineators, Type 3		Each	4	22⁻	88⁻
31	Delineators, Type 4		Each	8	13⁻	104⁻
32	Roadside Seeding and Straw Mulch with Mulch Binder		Acre	1	1,200⁻	1,200⁻

734-1736 (8-81)

SUMMARY--BID SCHEDULE--COST ESTIMATE

OREGON STATE HIGHWAY DIVISION

Section	County	Sheet of
South Santiam River (Sweet Home) Bridge	LINN	3 3

Kind of Work	Length	Date	Name
Grading, Paving & Structure	0.35 mi.	4-14-82	Bricher

No.	Item	Code	Unit	Quant.	Unit Cost	Total
	STRUCTURE					
33	Bridge Removal Work		All	All	-	45,000-
34	Shoring, Cribbing, Etc.		All	All	-	75,000-
35	Structure Excavation		Cu.Yd.	700	18-	12,600-
36	Structure Excavation Below Elevations Shown		Cu.Yd.	70	20-	1,400-
37	Structural Concrete, Class 3300 (158 C.Y. @ $250)		All	All	-	39,500-
38	Structural Concrete, Class 4000 (150 C.Y. @ $275)		All	All	-	41,250-
39	Structural Concrete, Class 5000 (1,315 C.Y. @ $400)		All	All	-	526,000-
40	Expansion Joints, Type 400		Lin.Ft.	78	150-	11,700-
41	Seal Concrete		Cu.Yd.	240	150-	36,000-
42	Reinforcement (200,500 lbs. @ 0.50)		All	All	-	100,250-
43	Coated Reinforcement (54,600 lbs. @ 0.75)		All	All	-	40,950-
44	Prestressing Steel (95,400 lbs. @ 1.00)		All	All	-	95,400-
45	Reinforced Concrete Bridge End Panels		Sq.Yd.	80	60-	4,800-
46	Bearing Devices, Bent 1		Each	4	1,000-	4,000-
47	Bearing Devices, Bent 3		Each	4	1,000-	4,000-
48	3-Tube Steel Railing		Lin.Ft.	802	55-	44,110-
				Struct.	sub T.	1,081,960-

734-1736 (8-81)

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

PRO 6-2

April 21, 1982

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

Original Signed By
D. E. Swan

FROM: D.E. Swan, P.E.
Program Control Engineer

SUBJECT: Program Data Submission
Item No. 70333
Project No. RS-A483(3)
South Santiam River (Sweet Home) Bridge Section
Linn County

Attached data consists of PR-1 forms with project maps.

It is the Oregon State Highway Division's present intention to receive bids for the project on May 27, 1982.

I request authorization to proceed with actions necessary to advance the physical construction provided for by the project at an estimated total cost of $1,767,600 with an obligation of $980,000 in Federal funds in accordance with the approved Certification Acceptance Plan.

DRH:bkc
Attachments

cc: C.O. Fredrickson (Region 2)
H. Reynoldson w/att.
General Files

Form 734-3122

Budget Bureau No. 41-R2067
U.S.

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W. O.

FORM PR-1 (REV. 4-81)

April 21, 1982

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

CARD 2 — REPORT NUMBER (18)(20) — PROJECT LOCATION *(45 typewriter spaces)*: Co. Rd., Jct. Santiam Hwy. N. 0.35 mi. (21)(65)

ADT — PRESENT: DHV 300 / 2,800 — FUTURE: ----- — YEAR: ----- (66)(70)(71)(72)

REGION: 10 — STATE NAME: Oregon

CARD 3 — CHARACTER OF PROPOSED WORK *(35 typewriter spaces)*: Gr., Dr., H-T Pave. & One Bridge (26)(62)

NATL. FOREST (63)(65) — FH ROUTE NO. (66)(68) — SUPV AGCY (69)(70) — DA CLASSIF. (71) — DA AREA (73)

EMERG. YR. (72)(75) — PL. AUTH YR (74)(75)

PROJECT NUMBER — PREFIX LETTER(S): RS- (14)(28) — NUMBER: A483 (27)

CARD — CLASS OF FEDERAL FUNDS: Rural Secondary — COUNTY NAME: Linn

NAME OF URBAN AREA: ---- (17-31)

ROUTE NO. S — FEDERAL-AID: A483 (32) — STATE: Co. Rd. (36)(37) — U.S.: -----

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	WORK CLASS	WORK TYPE	STEP	TERMINI (Full description)	MILES	TOTAL ESTIMATED COST	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS (County)
	(1-4)(5)	(10)	41	42	43 46	53		(54)(58)	(59) (66)	(67) (76)		
5					PE							
5					ROW							
5					CONST (CODE) 6201 X081		"South Santiam River (Sweet Home) Bridge Sec."	0.348	1,767,600	980,000*	65,680	721,920
								0.348	1,767,600	980,000	65,680	721,920

ESTIMATED PROJECT COST BY PHASES

CARD 1	CODE 1	PREPARED BY	PROJECT TOTALS
1	14	PROGRAM APPROVAL DATES: 12-09-76	(16)(23)(24)(33)

REMARKS: Additional Data: Item No. 70 RS-A483(1),

*Fixed Funds

522-1955

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

FORM PR-1 (REV. 4-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

April 21, 1982

PROJECT LOCATION (45 typewriter spaces)	ADT	PRESENT	FUTURE	YEAR	REGION	STATE NAME	STATE CODE	APPN CODE	ITEM NO.
Rd., Jct. Santiam Hwy. N. 0.35 mi.		DHV 300 2,800	-----	-----	10	Oregon	41	075	70333

WORK (35 typewriter spaces)	NATL. FOREST	FH ROUTE NO.	SUPV. AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PROJECT NUMBER: PREFIX LETTER(S)	NUMBER	SEQ. NO.	I. Projects Only: POST MI.	DESIG.
. & One Bridge								RS-	A483	(3)		

Rural Secondary

COUNTY NAME: Linn — CODE: 043

ROUTE NO.: S — FEDERAL-AID: A483 — STATE: Co. Rd. — U.S.: -----

PROGRAM STAGE: [ ] 1 OR [ ] 2

WORK TYPE	STEP	TERMINI (Full description)	MILES	TOTAL ESTIMATED COST	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS (County)	CHARACTER OF PROPOSED WORK (Full description)
W								
NST 201 081		"South Santiam River (Sweet Home) Bridge Sec."	0.348	1,767,600	980,000*	65,680	721,920	ROW-60' minimum; Access Control-none; Parking Restrictions-complete.
DRH	PROJECT TOTALS		0.348	1,767,600	980,000	65,680	721,920	

ESTIMATED PROJECT COST BY PHASES

APPROVAL DATES: 12-09-76

*Fixed Funds

REMARKS

Additional Data: Item No. 70333 Project Nos. RS-A483(1), (2).

-over

USCOMM DUSCOMM-DC 48905-P61

South Santiam River (Sweet Home) Bridge Sec.
Project No. RS-483(3)

Remarks continued:

Project Data: Work under this project consists of 1) construct on improved alignment one prestressed concrete box girder bridge (No. 5150A) 390 feet long with horizontal clearance of 36 feet; 2) remove existing structure; 3) grade, drain and high-type pave roadway to accommodate a basic section providing two 12-foot traffic lanes with 4-foot shoulders; 4) adjust utilities as required and provide railroad protective service; 5) install railroad gates and signals by railroad forces; 6) perform incidental work common to this type of project.

Accommodation of Utilities: A State-County Agreement No. 6192 complying with paragraph 6d(1) of PPM 30-4.1 was executed 8-3-77.

Maintenance: A State-County Agreement No. 6192 complying with Section 116, Title 23 U.S.C. was executed 8-3-77.

Data for PR-37:	Type Code		
		6201	$ 597,000
		X081	1,340,000

Note: 1) This project is in Congressional District No. 4.
2) Included in FY '82 AP in preliminary 6 Yr. HIP on page 58.
3) On-the-job trainees, as set forth in FHPM 6-4-1-2, on the project will be determined at PS&E stage and number stipulated in the PS&E documents.

14/1

STATE OF OREGON
RAILROAD & UTILITIES 378-6511

INTEROFFICE MEMO
ROW 18-2

TO: Robert Gormsen
Commission Services

DATE: April 12, 1982

FROM: Roger D. Trygstad, PE
Railroad & Utility Engineer

SUBJECT: South Santiam River (Sweet Home)
Bridge Section
FAS A483 (Pleasant Valley Road)
Linn County
ROW 51852
ODOT Agreement No. RR-[redacted]

RAILROAD COMPANIES
FILE No. 1097

Attached is the State's fully executed counterpart of an Advance Right of Entry for the subject project.

Please note that General Files has requested that we change the Railroad Agreement Number from RR-1081 to RR-1097.

RDT/llr

Attachment

	522	2511	950	00 P 1				12 75	
	522	2511	950	00 P 1			65 80	7,810 85	
			TOT	P1			65 80	7,810 85	
			** JOB TOTALS **			**	65 80	** 7,810 85	**
S SANTIAM R BR(SWTHOME)PLST V CONT NO			FA PROJ NOS RS	483002 100					STATE
	522	2514	296	00 N 9	5,066 26CR		91,956 21CR	91,956 21CR	
	522	2514	298	00 N 9	5,066 26		91,956 21	91,956 21	
	522	2514	401	00 P 1	2,130 00		45,630 00	45,630 00	

TOTAL TO DATE JOB COST SUMMARY — MARCH 1982 — PAGE 862

DESCRIPTION OF JOB OR DEPARTMENT	PREFIX		FUNCTION	GR	CURRENT MONTH		FISCAL YEAR TO DATE		GRAND TOTAL TO DATE	
	522	2514	401	00 N 1			17,500 00		17,500 00	
	522	2514	403	00 P 1			27,000 00		27,000 00	
	522	2514	404	00 P 1	210 00		223 20		223 20	
	522	2514	407	00 P 1	83 65		14,216 94		14,377 33	
	522	2514	411	00 P 1			213 98		213 98	
	522	2514	412	00 P 1	191 64		567 65		1,328 86	
	522	2514	413	00 P 1	7 20		94 60		94 60	
	522	2514	413	00 N 1			101 72CR		101 72CR	
	522	2514	414	00 P 1	673 55		5,618 00		5,618 00	
	522	2514	415	00 P 1			600 14		600 14	
	522	2514	419	00 P 1			15 35		15 35	
	522	2514	419	00 N 1			16 50		16 50	
	522	2514	420	00 P 1			1,000 00CR		1,000 00CR	
	522	2514	426	00 P 1	206 77		206 77		206 77	
	522	2514	430	00 P 1			1,133 35		1,133 35	
	522	2514	470	00 P 1			231 39		231 39	
	522	2514	707	00 P 1			2,264 62		2,264 62	
	522	2514	712	00 P 1			1,636 31		1,636 31	
	522	2514	716	00 P 1			4,500 00		4,500 00	
	522	2514	920	00 P 1			53 26		53 26	
	522	2514	930	00 P 1	256 34		1,429 58		1,429 58	
			TOT	P1	3,765 15		104,635 14		105,556 74	
			TOT	N1			17,414 78		17,414 78	
			** JOB TOTALS **		3,765 15	**	122,049 92	**	122,971 52	**
ASH CR BR-CLOW CORNER RD	CONT NO		FA PROJ NOS RS	557001 100						STATE
	527	2509	296	00 N 9					4,553 65CR	
	527	2509	298	00 N 9					4,553 65	
	527	2509	401	00 P 1					2,790 00	
	527	2509	402	00 P 1					4 26	
	527	2509	404	00 P 1					25 00	
	527	2509	407	00 P 1					1,329 63	
	527	2509	409	00 P 1					93 06	
	527	2509	412	00 P 1					314 93	
	527	2509	413	00 P 1					1 45	

STATE OF OREGON
RAILROAD & UTILITIES 378-6511

INTEROFFICE MEMO
ROW 18-2

TO: Robert Gormsen
Commission Services

DATE: March 30, 1982

FROM: Roger D. Trygstad, PE
Railroad & Utility Engineer

SUBJECT: Construction-Maintenance Agreement
Crossing No. 3S-1790
Pleasant Valley Road
Linn County
ODOT Agreement No. RR-1081

33-27.9

RAILROAD COMPANIES
FILE No. 1021

Attached is the State's fully-executed counterpart of a Construction-Maintenance Agreement between the Burlington Northern (Oregon-Washington), Inc. and the Oregon Department of Transportation, Highway Division, calling for the installation of grade crossing protection devices at the subject grade crossing.

The cost of the installation of these grade crossing protection devices will be financed as a part of a Federal Aid Secondary project called South Santiam River Bridge (Sweet Home) Section, Pleasant Valley Road. Distribution of conformed copies has been made as indicated below.

The Construction Division will be responsible for monitoring the railroad's work under the terms of this Construction-Maintenance Agreement and approval of the final bill. The Accounting Section will be responsible for auditing the final bill. Section heads should thoroughly review the Agreement to understand the responsibilities their section must bear under the terms of this Agreement.

RDT/llr
Attachment
cc: D. E. Wilken - w/copy of Agreement
C. T. Keasey - "
V. E. Skoog - " - ATTN: Pete Gonzalez
D. E. Swan - " (2)
C. O. Fredrickson - " (2) - Please give copy to Project Manager

81.125.1387

Contains Recycled Materials

FAS A 483

STATE OF OREGON
Highway - Traffic

INTEROFFICE MEMO
TRA 7-6

TO: D. N. Stoudenmeyer
Design Supervisor

DATE: February 9, 1982

FROM: L. E. George
Traffic Engineer

SUBJECT: Signing
South Santiam River
(Sweet Home) Bridge Section
~~FAS A483~~ (Pleasant Valley Road)
Linn County

RECEIVED
FEB 10 1982
ROAD DESIGN SECTION

Attached are two prints of the approved sign study plans for the above named project.

L. E. George

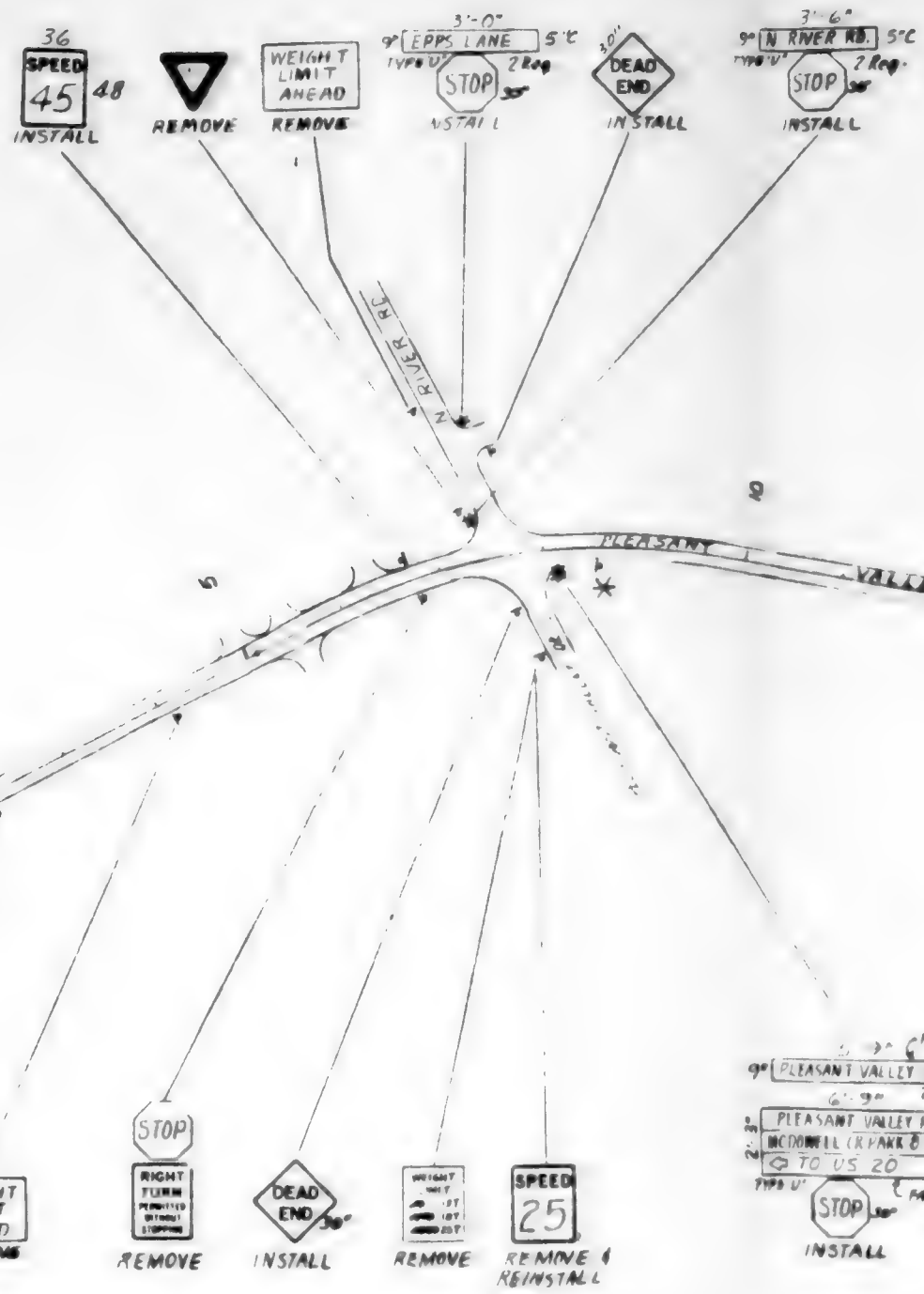
L. E. GEORGE - TRAFFIC ENGINEER

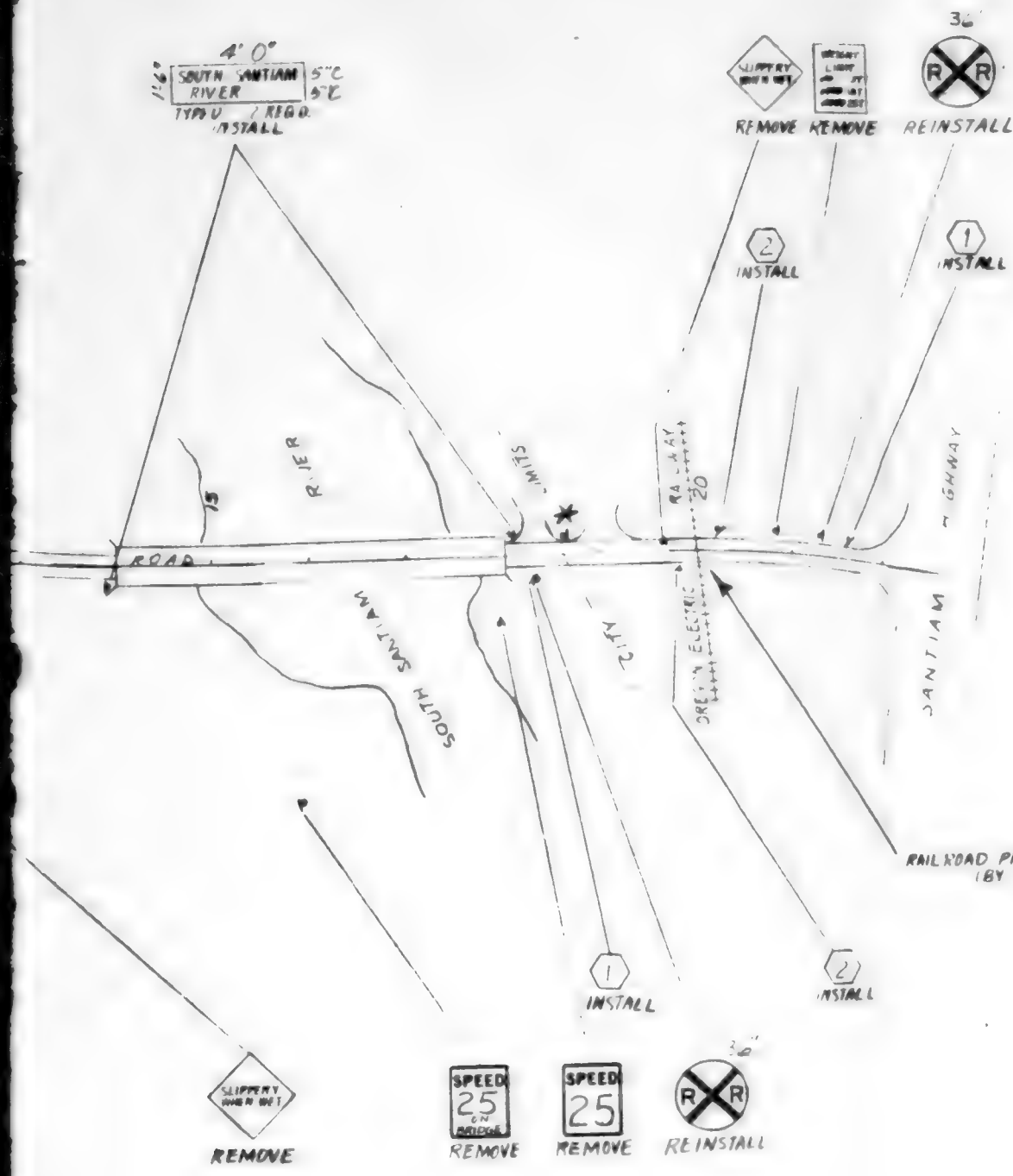
ELS:np

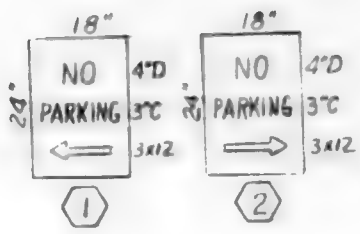
cc: C. O. Fredrickson - w/att.
J. L. Gunter - w/att.

Att.

REFERRED TO
Beard Stoudenmeyer
Cole Mann
Eriksen Watson
Hager Dorn Leu
Return Discuss Do File Copy Due
BY FINAL DESIGN ENGINEER


36
SPEED
45
48
INSTALL
REMOVE
WEIGHT LIMIT AHEAD
REMOVE
3'-0"
9" EPPS LANE 5"C
TYPE 'D'
2 Req.
STOP
INSTALL
DEAD END
INSTALL
3'-6"
9" N RIVER RD. 5"C
TYPE 'D'
2 Req.
STOP
INSTALL
RIVER RD
PLEASANT VALLEY ROAD
STOP
RIGHT TURN PERMITTED WITHOUT STOPPING
REMOVE
DEAD END
INSTALL
SPEED
25
REMOVE & REINSTALL
9" PLEASANT VALLEY DR. 5"C
2 Req.
6'-9"
PLEASANT VALLEY RD. 5"C
MCDOWELL CR PARK 8 5"C
TO US 20 5"C
TYPE 'D'
FACE EAST
STOP
INSTALL





* Speed sign to be installed by others after project is completed. Designated speed to be determined by a Speed zone Study.

Willis Grafe
1/18/82

SOUTH SANTIAM RIVER (SWEET HOME) E.R.
FAS A483 (PLEASANT VALLEY RD) ~ LINN COUNTY

1-7-82
V.M. Hz.
2/9/82
2/8/82 FHWA

VICTOR ATIYEH
GOVERNOR

Department of Transportation

HIGHWAY DIVISION

TRANSPORTATION BUILDING, SALEM, OREGON 97310

NOTED
E. S. HUNTER

In Reply Refer to
File No.:

TO: Mr. Dale Wilken
Division Administrator
Federal Highway Administration

January 25, 1982

FROM: Walter J. Hart, P.E.
Bridge Engineer

SUBJECT: S. Santiam River (Sweet Home) Bridge
Pleasant Valley Rd. FAS-A483
Linn County
Bridge 5150A
Oregon Project RS-483(1)
Your file HBR-OR

Your memorandum of January 22, 1982, asking us to study the use of "drilled-in" columns has been considered. We do not feel that on this project it would be a feasible alternate in that only one column is needed. In addition we hesitate to try a new concept, that we have had no experience with, on a County project.

We do have a project coming up in the future, the Klamath River Bridge in Klamath Falls, which will have a number of columns and we will consider the use of "drilled-in" columns for that project.

cc E. S. Hunter

Form 734-3122

U.S. Department of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project RS-A483(1)
South Santiam River (Sweet Home) Bridge
Linn County

Date: January 22, 1982

From: Division Administrator

Reply to Attn of: HBR-OR

To: Mr. H. S. Coulter, State Highway Engineer, ODOT
ATTN: Mr. W. J. Hart, Bridge Engineer

We have reviewed the above preliminary plans and foundation data submittal and agree that the two span post tension box girder is the most desirable structure at this location.

We note that you propose a conventional cofferdam seal and spread footing for the pier construction in the river. In similar type construction the State of Washington and the Corps of Engineers in Oregon have successfully used "drilled-in" columns effectively. These columns can be drilled into the rock a short distance for adequate anchorage. The drill hole is then cleaned out and a reinforcement cage dropped into the steel shell and the entire section cast in tremi concrete up to a desired elevation and then conventional column construction completed to the cross beams. We feel this might also be a viable alternate for the river substructure and could save several thousand dollars. Please study this proposal as a possible alternate for the river pier.

We approve the preliminary plns subject to the above consideration.

for Dale E. Wilken

cc:
OSHD (W J Hart, Br)

RECEIVED
STATE HWY ENGR
JAN 25 '82
REFER TO
FOR
Info | Invest | R/D | D R | Sign | Act | File

STATE OF OREGON
RAILROAD & UTILITIES 378-6511

INTEROFFICE MEMO
ROW 18-2

TO: H. S. Coulter
State Highway Engineer

DATE: January 11, 1982

FROM: Roger D. Trygstad
Railroad & Utility Engineer

SUBJECT: SXF 1248
Crossing No. 3S-27.9

Attached is a copy of Order No. 82-006 issued by the Public Utility Commissioner on January 5, 1982, relative to the above subject matter.

NOTED
H.S.COULTER

RDT/llr
Attachment
cc: Richard Arnold, FHWA
E. S. Hunter
C. T. Keasey
R. L. Schroeder
C. O. Fredrickson (2) - Please give copy to Project Manager
John Gunter
R. P Hamilton
J. L. Sollis
Bob Judson
W. J. Hart

RECEIVED
STATE HWY ENGR
JAN 11 '82
REFER TO
FOR

ORDER NO. 82-006

ENTERED January 5, 1982

PUC CROSSING NO. 3S-27.9

DOT CROSSING NO. 66 574 Y

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

SXF 1248

In the Matter of the Application of the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, on behalf of LINN COUNTY, for the authority, pursuant to ORS 763.030, to alter a grade crossing of Pleasant Valley Road and the tracks and right-of-way of Burlington Northern (Oregon-Washington) Inc., Santiam Branch, in Sweet Home, Linn County, Oregon.	ORDER

On May 19, 1981, Oregon Department of Transportation, Highway Division, on behalf of Linn County, duly filed an application with the Commissioner seeking authority, pursuant to ORS 763.030, to alter a grade crossing of Pleasant Valley Road, a road under the jurisdiction of Linn County, and the main track and right-of-way of Burlington Northern (Oregon-Washington) Inc. (BNO), Santiam Branch, in Sweet Home, Linn County, Oregon.

Comments and recommendations on the application were made as follows: PUC staff by letter dated August 21, 1981; Burlington Northern (Oregon-Washington) Inc. by letter dated December 1, 1981; and applicant by letters dated August 27 and December 14, 1981.

Copies of the application and responses thereto were duly served upon Burlington Northern (Oregon-Washington) Inc.; Linn County; City of Sweet Home; Pacific Power & Light Company; Telephone Utilities, Inc.; and applicant. No objection by any party has been made to the granting of the application.

RECEIVED

Pleasant Valley Road is a roadway 28 feet in width consisting of two 10-foot paved travel lanes with two 4-foot gravel shoulders. It lies in a generally north-south direction. The track is basically oriented in an east-west direction and intersects Pleasant Valley Road at approximately a 67-degree angle. The crossing is presently protected by flashing light signals, which were installed pursuant to Commissioner's Order No. 32448 (Docket F-2388), entered August 19, 1953. The present daily traffic volume is approximately 2,410 vehicles. There has been one train-vehicle accident at this crossing in the past ten years, resulting in no injuries.

Applicant proposes to alter and realign the crossing as a part of a project to replace the South Santiam River Bridge, located 90 feet northerly of the track. The realignment will eliminate an "S" curve in the roadway between the bridge and the crossing. The realigned roadway and bridge result in a tangent roadway for approximately 900 feet northerly of the crossing. The roadway will be widened to a paved width of 36 feet, consisting of two 12-foot travel lanes and two 6-foot shoulders. The angle of intersection between the road and railroad track will be altered to 84 degrees. It is further proposed to replace the existing flashing light signals with new flashing light signals and two automatic gate signals.

Applicant and railroad have indicated that the project will be coordinated to ensure that the Pleasant Valley Road crossing shall be continuously protected with automatic protective devices consisting of at least flashing light signals, throughout the time of construction.

The proposed installation of automatic protective devices will provide improved warning to motorists and pedestrians of railroad movements.

Due consideration has been given to all representations in the application and responses thereto. No matters within the scope of ORS Chapter 763 are at issue, and no hearing will be required.

Based upon the application and the files of the Commissioner, it is found that the application should be granted upon the following terms and conditions.

IT IS THEREFORE ORDERED that:

1. The authority to alter, realign, and change protection at the crossing as requested herein is hereby granted.

2. Applicant shall:

a. Construct and realign that portion of the crossing lying outside lines drawn two feet outside each rail to accommodate a paved roadway 36 feet in width, consisting of two 12-foot travel lanes and two 6-foot shoulders, and bear 94 percent of the cost thereof;

b. Bear 94 percent of the cost of constructing that portion of the crossing lying between lines drawn two feet outside each rail from the existing width of 28 feet to 36 feet;

c. Bear 94 percent of the cost of furnishing and installing the automatic signalization and circuitry ordered herein;

d. Furnish and install standard highway-type guardrail adjacent to each set of automatic protective devices ordered herein, the face of the guardrail to be not less than 18 feet from the centerline of the roadway, and bear 94 percent of the cost thereof;

e. Establish NO PARKING zones for a distance of not less than 200 feet in advance of the track on the easterly side of the southerly approach and the westerly side of the northerly approach to the crossing, and bear 94 percent of the cost thereof;

f. Furnish and install standard advance warning signs and advance warning pavement markings at appropriate locations on each roadway approach to the crossing, and bear 94 percent of the cost thereof; and

g. Furnish and install a stop clearance line on each side of the track at the crossing, at a point one foot in advance of each automatic gate signal, and bear 94 percent of the cost thereof.

3. Linn County shall:

a. Bear 6 percent of the cost of constructing and realigning the crossing;

b. Bear 6 percent of the cost of furnishing and installing the automatic signalization, circuitry, advance warning signs, advance warning

pavement markings, stop clearance lines, standard highway-type guardrail, and NO PARKING zones, as ordered herein; and

c. Maintain that portion of the crossing lying outside lines drawn two feet outside each rail and maintain the advance warning signs, advance warning pavement markings, stop clearance lines, guardrail, and NO PARKING zones ordered herein, and bear all the cost thereof.

4. Burlington Northern (Oregon-Washington) Inc., shall:

a. Construct and realign that portion of the crossing lying between lines drawn two feet outside of each rail to accommodate a roadway 36 feet in width, and bear the cost of that portion representing replacement of the existing surface;

b. Subject to reimbursement as ordered herein, replace the existing flashing light signals with two Commissioner's Standard No. 2 flashing light signals and two Commissioner's Standard No. 4 automatic gate signals, at appropriate locations, not less than 24 feet from the centerline of the realigned roadway and not less than 15 feet from the centerline of track, said signals to be activated by motion-sensing devices; and

c. Maintain the automatic signalization and circuitry ordered herein and maintain that portion of the crossing lying between lines drawn two feet outside each rail, and bear all the cost thereof.

6. Each party shall notify the Commissioner upon completion of its portion of the project.

Made, entered, and effective 1/5/82.

JOHN J. LOBDELL
Public Utility Commissioner

sb/1052B1

STATE OF OREGON

INTEROFFICE MEMO

DES 23
5150A

TO: Mr. C. O. Fredrickson
Region 2 Engineer

DATE: December 31, 1981

FROM: John M. Tindall, P.E. ORIGINAL SIGNED
Principal Str. Des. Engr. J.M. TINDALL

SUBJECT:

S. Santiam River(Sweet Home) Bridge
S. Santiam River (Sweet Home) Br. Section
Pleasant Valley Rd. FAS A483
Linn County
Bridge 5150A

Enclosed are four reduced prints of Drawings 36283 and 35735 which are the preliminary plan and elevation and vicinity map for the subject structure. Also enclosed is a copy of the Foundation Report which includes the Hydraulic Report.

Note that concrete bridge approach panels have been included in this project.

Our present estimate of costs for the proposed contract is

Roadwork	$ 470,000
Structure	1,210,000
Engineering and Contingencies	320,000
TOTAL	$2,000,000

Please use these prints to obtain the approval of Linn County. Return one set of prints to this office as soon as possible with the appropriate approval stamped thereon.

We plan to call for bids on this project on May 27, 1982.

JMT:smd

Enclosures

cc Engineering /w/ 1 set encls.
Local Government /w/ 1 set encls.
Environment (M.Banks) /w/ 1 set encls.

Contains Recycled Materials
81. 5-1387

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

DES 23
5150A

In Reply Refer to
File No.:

RECEIVED
TECHNICAL SERVICES
DEC 31 '81
REFER TO
FOR
Info | Invest | N/D | D/R | Sig | Apt | File

December 30, 1981

TO: Mr. Dale Wilken
Division Administrator
Federal Highway Administration

FROM: Walter J. Hart, P.E.
Bridge Engineer

NOTED
E. S. HUNTER

SUBJECT: S. Santiam River (Sweet Home) Bridge
Pleasant Valley Rd. FAS-A483
Linn County
Bridge 5150A
Oregon Project RS-A483(-)

Enclosed are two reduced prints of Drawings 36283 and 35735 which are the preliminary plan and elevation and vicinity map for this structure. Also enclosed are two copies of the Foundation Report which has the Hydraulic Report in the appendix.

The alignment and elevation are in accordance with the standards governing the project. The roadway width has previously been approved by memorandum from your office dated July 5, 1979. The length is required to span the South Santiam River keeping the fill on the north from spilling into the river and Bent 3 on top of the steep south bank.

A three-span and a balanced two-span both utilizing precast beams were considered for this site. Both of these span arrangements placed a column in the main part of the channel which would have created a scour hole down close to the rock line. The rock is very deep anywhere south of the proposed Bent 2 location and would require a long column shaft with a deep cofferdam. A single span bridge was also considered but the cost was higher than the proposed unbalanced two-span.

An extensive foundation study was made and the river bent was located at the north edge of where the rock drops off sharply. It was determined this was the only practical place a bent could be located in the river. This limited the span arrangement to the two-span (170 ft.-220 ft.) shown on Drawing 36283. A steel beam structure estimated to cost $1,900,000 and a post-tensioned concrete box girder estimated to cost $1,450,000 were studied as alternates. The concrete structure was selected. Both estimates are based on approximate quantities and include an allowance for engineering and contingencies.

We request your approval of our preliminary plan.

Enclosure

cc E. S. Hunter
D. H. Moehring
C. O. Fredrickson

1484

11-24-81

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: RS-A483(1)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 70333

2A. COUNTY NAME: Linn

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 11/24/81

8. FEDERAL ROUTE NUMBER: Secondary A483

9. STATE ROUTE NUMBER: County Road

10. GENERAL LOCATION:

South Santiam River Bridge Section (Sweethome)

11. GENERAL DESCRIPTION OF WORK

Program change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION -- ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [XX] OTHER *(Specify)* Program change See below

13. REMARKS

As requested in Mr. Swan's letter of 11/4/81 I approve the revised Preliminary Engineering Costs to a TEC of $161,360 Federal Funds $138,446.

(Increase TEC $101,460 Federal Funds $87,052)

RECEIVED
STATE HWY ENGR
NOV 27 '81
REFER TO
FOR
Info | Inve | R/D | D.R. | Sign | Act. | File

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
11/24/81	D. K. Swan	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

Form E-39 (Rev. 9-71)

OREGON STATE HIGHWAY DIVISION

AUTHORITY FOR SURVEY

Section South Santiam River(Sweet Home) Bridge

Highway Pleasant Valley Rd. FAS A-483

County Linn #22

Date November 17, 1981

Authorization No. 4

Survey Prefix 522-1955 (Assigned by Salem office)

Description of termini, route, length, etc.:

The northerly terminus is the intersection of River Road (Co. Road No. 908). The southerly terminus is the Burlington Nothern RR Crossing. The length of the survey is 1000 feet.

Purpose of Survey:

Prepare Plams, Specifications, and Cost Estimate for Grading, Paving, and Structure.

RS-A483(1)

Estimate of Costs:

Resident Engineer	(901)	$17,500
Citizens Involvement	(902)	500
Consultant Fees	(904)	760
Final Design	(905)	8,500
Bridge Design	(906)	-
Preliminary Design	(907)	2,000
R/W Descriptions	(909)	4,500
Soils & Geology	(910)	2,500
Traffic	(911)	2,500
R/W Liaison	(913)	8,000
Utility Liaison	(914)	700
Recon. & Hydrology	(918)	9,500
Project Management	(920)	300
Specifications	(921)	2,500
Adm. Serv. (Eng.)	(922)	100
Environmental	(923)	15,000
Foundation Investigation	(926)	40,000
Training & ?Seminars	(950)	500
Public Hearings	(980)	3,000
Bridge Design To Co.	(927)	43,000

Bring Up

INSTRUCTIONS

Submit four copies to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Regional Engineer and one copy to the Resident Engineer.

This form does not constitute authority for making survey until approved and returned.

Submit separate order for each survey.

Total estimated cost of survey . . . . . $ 161,360

Previous authorization 59,900

Additional authorization requested 101,460

Additional authorization approved (Salem) . .

Total all authorizations approved (Salem) . .

Requests made by:

P. Lewellyn, Costs & Records Spec.
Field Engineer

Recommended for Approval:

Regional Engineer

Recommended for Approval:

Frank E. Perkins
Location Engineer

Approved:

E J Hunter
Assistant State Highway Engineer

SP*23604-734

STATE OF OREGON

INTEROFFICE MEMO

ROAD DESIGN SECTION tel. 378-6558 DES 16

TO: MEMO TO THE FILE

DATE: August 28, 1981

FROM: Fred Eriksen
Design Engineer Supervisor

SUBJECT: South Santiam River Bridge (Sweet Home) Section
FAS A483 Pleasant Valley Road
Linn County

PUC has indicated a concern that the Railroad grade Crossing might be unprotected for a time during the widening work and the changeover from flashing lights to drop arm gates with lights.

The present County Road is narrow and the existing flashing light poles are in the new roadway shoulder areas. The railroad should complete the crossing protection changeover and remove the existing poles before the contractor works in the area of the tracks.

It is anticipated the project will be on the June 1982 Contract Letting. The time interval from now until then will be used for the acquisition of right of way.

Bridge construction work is presently estimated to require 8 to 12 months, which will run the work into two construction seasons.

In consideration of the above, the special provisions for the project will specify the contractor is not to work in the track area until the railroad has completed the crossing protection work. This will satisfy the PUC concern and eliminate any conflict with the railroad protection facilities and the contractor's work. It is anticipated this will not inconvenience the contractor since grading and paving of this end would most likely be done in the second construction season.

FE:ls

cc: Roger Trygstad
Jack Sullivan
Karl Keller

Contains Recycled Materials
81-125-1387

CORRIDOR-DESIGN HEARING MAP

SOUTH SANTIAM RIVER BRIDGE (SWEET HOME)

PLEASANT VALLEY ROAD FAS A 483

LINN COUNTY

ALTERNATE NO

ALTERNA

LEGEND

NEW CONSTRUCTION

REMOVE EXISTING ROADWAY

NATE NO 1

ALTERNATE NO 2

DOCUMENT MISSING

NOT FILMED

DOCUMENT NUMBER: 9484 #2

S Santiam R.
Br. (Sweet Home)
Alternate 2

1-14

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

ROW 18-2

N.C. to
H.S. COULTER

May 18, 1981

Mr. David Astle
Assistant PUC Commissioner
Public Utility Commission
Labor & Industries Building
Salem, OR 97310

PUC Application
Crossing No. 3S-27.90
Pleasant Valley Road
Linn County

Dear Dave:

Enclosed is an original and eight copies of the Application of the Department of Transportation, Highway Division, on behalf of Linn County regarding the subject crossing.

Cordially,

Roger D. Trygstad
Railroad & Utility Engineer

RDT/llr
cc: H. S. Coulter-w/ltr. and app.
C. O. Fredrickson-w/ltr. and app.
C. T. Keasey-w/ltr. and app.
D. E. Swan-w/ltr. and app.
Jack Sollis-w/ltr. and app.

RECEIVED
STATE HWY ENGR
MAY 18'81
REFER TO
FOR
Info | Invest | R/D | D/R | Sign | Act | File

RECEIVED
STATE HWY ENGR
MAY 18'81
REFER TO
FOR
Info | Invest | R/D | D/R | Sign | Act | File

Form 734-3122

PUC Docket No. SXF _____

PUC Crossing No. 3S-27.90

DOT-AAR Crossing No. 066574Y

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

APPLICATION FOR AUTHORITY in connection with a proposed railroad-highway crossing project.

Formal Title:

In the Matter of the Application of Department of Transportation, Highway Division
(name of applicant)

on Behalf of Linn County

for the authority, pursuant to ORS 763. 030 (020/030/040), to

alter (construct/alter/change protection at/relocate/close) a grade (grade/separated) crossing

of Pleasant Valley Road FAS A483
(name of street or highway)

and Oregon Electric Railway Co. (Burlington Northern, Inc.)
(name of railroad company)

Santiam Branch
(name of railroad main or branch line or other trackage)

in (in/near) Sweet Home (name of city/town/rail station), Linn (name of county) County,

Oregon.

Check one of the following:

Allocation of funds from one of the following sources is requested or expected --

☐ State grade crossing protection account (ORS 763.270, .280, .290).
Estimate of dollar cost to fund: $_____

☒ Federal-Aid Highway System funds.*

Federal Aid Secondary Funds

☐ Other Federal Funds.*

_____

☐ None of above.

*If Federal funding assistance is expected, please give appropriate federal statutory provision.

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

APPLICATION FOR AUTHORITY in connection with a proposed railroad-highway crossing project

---

Check one of the following and answer all of Section 1, plus all other parts of the application indicated beside that item.

(1) _____ Construction of a new public highway/bikeway over an existing railroad at grade.
Answer: Sec. I, II, V, as appropriate.

(2) _____ Construction of a new railroad track or tracks over an existing public highway at grade.
Answer: Sec. I, II, V, as appropriate.

(3) _____ Construction of a new public highway over or under an existing railroad.
Answer: Sec. I, III, V and #12 (a)(1), and 11 (b)(1).

(4) _____ Construction of a new railroad track or tracks over or under an existing public highway.
Answer: Sec. I, III, V and #12 (a)(1), and 11 (b)(1).

(5) X Alteration/relocation of an existing public highway at an existing grade crossing.
Answer: Sec. I, II, V.

(6) _____ Alteration or relocation of existing railroad trackage at an existing grade crossing.
Answer: Sec. I, II, V.

(7) _____ Separation of an existing grade crossing. Answer: Sec. I, III, V and #12 (a)(1) and (b)(1).

(8) _____ Alteration of an existing separated crossing. Answer: Sec. I, III and V.

(9) _____ Removal of a track or tracks from an existing grade crossing. (If this is all that is involved, no application is required. Please notify us in writing.)

(10) _____ Addition of a track or tracks at an existing grade crossing. (See (6) above and answer as indicated.)

(11) _____ Addition of protective devices at an existing crossing.

(12) _____ Addition or removal of stop sign protection at an existing crossing. (Simplified form 204 (31) 10-77 may be used if this is all that is involved. Otherwise, answer as indicated under (5) above.)

(13) _____ Closure of an existing grade crossing. Answer: Sec. I, IV and the applicable portions of #'s 11, 12 and 13.

(14) _____ Other (please specify)_____

Note: TO SAVE PAPER WHEN COMPLETING THIS FORM, IF IT IS FOUND THAT NO RESPONSES ARE REQUIRED ON ANY PARTICULAR PAGE(S), PLEASE CUT SUCH PAGE(S) FROM YOUR APPLICATION. ALL SUCH OMISSIONS MUST BE SPECIFIED ON THE SIGNATURE PAGE.

IMPORTANT: PLEASE READ NOTE AT BOTTOM OF PRECEDING PAGE BEFORE COMPLETING THIS FORM.

NOTE TO APPLICANT: If assistance in completing this form is desired, please call 378-6659. On a question involving railroad data, the railroad involved can usually provide assistance as well:

Burlington Northern, Engineering Dept.	241-6212	(Portland)
Southern Pacific, Division Engineer	228-8181	(Portland)
Union Pacific, Public Projects Engineer	249-2591	(Portland)
or--	(208)-232-4450	(Pocatello, Idaho)

(Pocatello should be called for Union Pacific lines east of Huntington, including the line to Burns.)

SECTION I. (To be filled out completely by all applicants.)

1. Name of Applicant: Department of Transportation, Highway Div. in behalf of Linn County

   Address: D.O.T. Building, Salem, OR 97310

   Name of Applicant's Contact Person and Telephone No. Roger Trygstad, 378-6511

2. Statutory authority under which this application is made: ORS 763. 030 (020/030/040)

   Note: If a new grade crossing is proposed — ORS 763.020; if an existing grade or separated crossing is to be altered — 763.030; if a new separated crossing is proposed — ORS 763.040.

3. Location of the proposed project:

   a. Railroad milepost 27.95

   b. City Sweet Home

   c. Nearest railroad station

   d. County Linn

   e. The proposed project is to be in the NW 1/4 of the NW 1/4 of Section 31, Township 13S, Range 1E, W. M.

4. a. Name of public highway involved in this project:

   Pleasant Valley Road

   b. Name of public authority with jurisdiction over this highway:

   Linn County

5. Name of railroad involved in this project: Oregon Electric Railway

   Santiam Branch

   (include name of branch, main line or other track)

6. List the proper parties in interest in this matter and their address:

   a. OERR

   b. Linn County

   c. Telephone Utilities, Inc.

   d. PP&L

   e. City of Sweet Home

   f. Oregon Department of Transportation, Highway Division

   Have you served each of these parties with a copy of this application? No (yes/no)

   If yes, please provide certificate of such service. (We would prefer to serve the application ourselves.)

7. Describe the project in det (including any street widening, curbi guardrail, realignment, etc.):

This project replaces the South Santiam River Bridge.
The southerly part of the project crosses the BN tracks at grade in the same area as existing crossing.
The roadway will be widened to 36 feet.
The flashing lights will be relocated and supplemented by gates.

8. a. Is the project contemplated required by the public safety, necessity, convenience and general welfare? Yes (yes/no)

b. If yes, why? The Railroad work is an incidental part of new alignment and new structure across the South Santiam River.

9. Is the crossing involved (to be) a separated crossing? No (yes/no)

SECTION II. Grade Crossings (If a separated crossing is involved in this application, answer 11a(2), 11a(1), 12a(1) and 12b(1), then go on to Section III.)

10. Is it possible or practical to construct a separated crossing at this location? No (yes/no)

If no, why not? Not economically justified at this time.

11. Physical description of the crossing:

a. The Highway

(1) Alignment --Describe the highway alignment for 500 feet on each approach, both before and after the project:

The new alignment approach from the north will be straight with a crossing angle of 84°, the south approach will remain the same as the existing.

(2) *Width--The highway is 28 feet wide at the crossing at present; after completion of the project, it will be 36 feet wide at the crossing; consisting (from E (N or E) to W (S or W)) of:

At present--		After completion--	
Shoulder** of	4 feet	Shoulder of	6 feet
____ lane(s) at	10 ft. ea.	____ lane(s) at	12 ft. ea.
Median of	0 feet	Median of	0 feet
____ lane(s) at	10 ft. ea.	____ lane(s) at	12 ft. ea.
Shoulder of	4 feet	Shoulder of	6 feet

* Measurement of highway width should be along a line perpendicular to the centerline of the highway, 15 feet from the centerline of track.

** If highway is curbed to crossing, "shoulder" is assumed to mean "parking area."

11.a. (continued)

(3) Surface—	At present:	After completion:
Width between rails (measured perpendicular to the roadway centerline):	28	36 ft.
Type of surface of traveled way:		
on approaches	asp.	Asphalt
at crossing	Asphalt	Asphalt
Type of surface on shoulders;	Gravel	Asphalt
Condition of surface:		
on approaches	Fair	New
at crossing	Fair	New
Is highway curbed on the approaches?	No	No
Is there one or more sidewalks at this crossing?	No	No

If either answer to the above question(s) is "Yes," please describe below, including width and location of each sidewalk:

N/A

(4) Gradient, going toward crossing on--	At present:	After completion:
N (N or E) approach	± 1.31 %	± 1.31 %
S (S or W) approach	± 5.35 %	± 5.35 %

(5) Nearest public roadway intersection on each approach--

(a) N (N or E) approach: 800 ft; ADT Very low

(b) S (S or W) approach: 270 ft; ADT 8600

Name of road or highway:

(a) Epps Lane

(b) Santiam Highway

Public authority with jurisdiction over road or highway:

(a) Linn County

(b) Oregon State Highway Division

(If different public authority than that with jurisdiction over road at crossing, please add name to list of parties in interest in this matter--see item 6 of this application form.)

Are traffic signals (to be) installed at either of these intersections?

(a) No (yes/no); (b) No (yes/no).

11.a. (Continued)

If yes to either, please explain below which intersection(s) is (are) (to be) signalized, and whether or not this signalization is to be) interconnected with track circuit on the railroad. If it is, are part-time turn restriction signs (to be) installed? (If there is to be interconnected circuitry, please include the interconnection and part-time turn restriction signs as items of protection proposed herein. If traffic signals at the adjacent intersection are to be installed in connection with this project, they should also be listed under item 14 herein and a signal operation matrix should accompany the application. The State Grade Crossing Protection Account can participate in funding only for costs of the actual interconnection of the traffic signals with the railroad signals and circuitry.)

N/A

(6) a. Describe how the crossing is now protected. (For example: 2 crossbucks, 2 stop signs, 2 advance warning signs.) Please indicate which of these devices will be removed upon completion of this project:

2 flashing lights, 2 Advance Warning Signs, 2 pavement markers,

all devices are to remain or be replaced.

b. Are all the devices to remain up to current standards? Yes

b. The Railroad

	At present:	After completion:
(1) Number of tracks--	1	1

Name of each track from _____ (N or E) to _____ (S or W):

Santiam Branch Main Line

(2) Angle of intersection--	84 °	84 °

If more than one track-highway angle exists, please give details below, track by track:

(3) Alignment--Describe the railroad track(s) for 500 feet in each direction, both before and after the project:

Track alignment is straight for 500 ft. both sides of

crossing. No change of alignment.

11.b. (Continued)

	At present:	After completion:
(4) Nearest switch--		
E (N or E) of crossing:	3,000 ft.	3,000 ft.
W (S or W) of crossing:	10,000 ft.	10,000 ft.

12. Use of the crossing:

a. The Highway

(1) Average daily traffic volume--

At present: 2,410 ; After completion 2,410 ;

(2) Speed of vehicles (estimated 85th percentile speed)--

	At present:	Expected after completion
At SSD* from crossing on N (N or E) approach:	25 mph	25 mph
on S (S or W) approach:	25 mph	25 mph
At crossing:	25 mph	25 mph
Posted speed limit on approaches:	25 mph	25 mph
(3) Direction of traffic flow:	N&S (N & S, etc.)	N&S

b. The Railroad

(1) Train movements-- (avg. per day)

	At present:	Expected after completion:
Freight trains:	3	3
Switching movements:	0	0
Passenger trains:	0	0

(2) Speed of trains--

Maximum allowable:	20 mph	20 mph
Typical:	10-20 mph	10-20 mph
Slowest Normal:	mph	mph

13. Visibility at the crossing from the standpoint of the approaching motor vehicle operator:

a. Of approaching trains--

(1) From a "stop" position (approx. 18 feet from edge of nearest rail) on the . . .	The motor vehicle operator can see along the railroad . . .
N (N or E) approach:	230 ft. to right; 300 ft. to left
S (S or W) approach:	286 ft. to right; 300 ft. to left

*Safe Stopping Distance (see table page 7).

13. a. (Continued)

(2) From a "safe stopping distance" (see table below) on the . . .

The motor vehicle operator can see along the railroad . . .

N (N or E) approach: 50 ft. to right; 40 ft. to left

S (S or W) approach: 40 ft. to right; 20 ft. to left

If these sight distances will be changed on completion of the project, please explain below:

No

NOTE: TABLE OF SAFE STOPPING DISTANCES ("SSD")

Typical Approach Speed	"SSD"	Typical Approach Speed	"SSD"	Typical Approach Speed	"SSD"
10 mph	44 ft.	30 mph	169 ft.	50 mph	360 ft.
15 mph	69 ft.	35 mph	210 ft.	55 mph	418 ft.
20 mph	98 ft.	40 mph	256 ft.	60 mph	481 ft.
25 mph	131 ft.	45 mph	306 ft.		

b. Of the proposed protective devices--

(1) Will vision of the protective devices to be installed at the crossing be obstructed on the main approach road within 1000 feet of the crossing?

Yes (yes/no) If yes, please explain by what and at what point it will be obstructed:

The crossing is approximately 270 ft. from the "T" intersection with the Santiam Highway.

(2) If roadside-mounted protective devices (such as "STOP" signs or Standard No. 2 flashing light signals) are to be installed at the crossing, is the approaching driver's vision of these devices likely to be totally or partially obscured by parked vehicles? NO (yes/no)

If yes, explain how you propose to overcome this problem. If no, why not?

No parking within 200 ft. of crossing.

14. List the number and types of protective devices to be installed at the crossing and on its approaches.

TYPES OF DEVICES (refer to [illegible]e OAR 860-42-060)

Standard No. 1M, multiple track sign
Standard No. 1P, reflectorized crossbuck for pedestrian crossings only
Standard No. 1R, reflectorized crossbuck
Standard No. 1S, vehicle stop sign (to stop vehicles)
Standard No. 1T, railroad stop sign (to stop trains)
-- Standard No. 2, flashing light signal
Standard No. 2B, cantilevered flashing light signal
Standard No. 2P, flashing light signal for pedestrian crossings only
* -- Standard No. 4, automatic gate signal
Activated advance warning sign with message "PREPARE TO STOP WHEN LIGHTS FLASH."
-- Standard stop clearance lines
Standard "EXEMPT" sign
Standard advance "EXEMPT" sign
** Standard part-time turn restriction sign
Standard "DO NOT STOP ON TRACKS" sign
-- Standard advance warning sign
Standard "STOP AHEAD" sign
-- Standard advance warning pavement markings
-- Standard highway guardrail (urban or rural)
Non-mountable curb
Traffic signals at crossing
** Traffic signals at adjacent intersection

* To be used in conjunction with Standard No. 2 or No. 2B signals. Please indicate which it will be.
** Please furnish description of traffic signal operation, including a signal operation matrix upon train preemption.

a. Protection type: Standard #2 & #4

Number of such devices: 2 ; To be located as follows: each side of crossing

(1) Who will perform the installation: Oregon Electric Railway

(2) Estimated cost of installation: $ 50,000 ***

(3) Who will pay for said installation?

Name of Party	Percent of Cost
ODOT	94%
Linn County	6%

(4) Who will maintain these devices? Oregon Electric Railway

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost
Oregon Electric Railway	100%

*** Include cost of furnishing the protective devices(s).

14. (Continued)

b. Protection type: ance Warning Signs

Number of such devices 2 ; To be located as follows: each side of crossing

(1) Who will perform the installation? existing

(2) Estimated cost of installation: $ N/A

(3) Who will pay for said installation?

Name of Party	Percent of Cost
N/A	

(4) Who will maintain these devices? Linn County

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost
Linn County	100%

c. Protection type: pavement markings

Number of such devices: 2 ; To be located as follows: each side of crossing

(1) Who will perform the installation? ODOT by contract

(2) Estimated cost of installation: $ 700

(3) Who will pay for said installation?

Name of Party	Percent of Cost
ODOT	94%
Linn County	6%

(4) Who will maintain these devices? Linn County

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost
Linn County	100%

NOTE: Add 14d, e, etc., on separate sheet, if needed.

If Commissioner's Standard No. 2, 2B or 4 signals are to be installed, describe how motorist will be protected from striking these signals. RURAL TYPE GUARDRAIL, MODIFIED RURAL TYPE GUARDRAIL (describe modification), URBAN TYPE GUARDRAIL OR NON-MOUNTABLE CURBING.

15. Protection at signal: Rural Type Guardrail

Number of such devices: 2 ; To be located as follows: each side of crossing

(1) Who will perform the installation? ODOT by contract

(2) Estimated cost of installation: $ 4,000

(3) Who will pay for said installation?

Name of Party	Percent of Cost
ODOT	94%
Linn County	6%

(4) Who will maintain these devices? Linn County

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost
Linn County	100%

16. Who will construct the crossing?

a. Between the rails and for a distance of two feet outside thereof:

Oregon Electric Railway

Estimated cost of this portion: $ 1,000

Note: These costs include rail renewal, compromise joints, ballasting, ties, tie plates, angle bars, crossing materials and installation of all these items.

b. Remainder of crossing area: ODOT by contract

17. Who will pay for such construction and in what proportion?

a. Between the rails and for a distance of two feet outside thereof:

ODOT - 94%, Linn County - 6%

b. Remainder of crossing area: ODOT - 94%, Linn County - 6%

18. Who will maintain the crossing?

a. Between the rails and for a distance of two feet outside thereof:

Oregon Electric Railway

b. Remainder of crossing area: Linn County

19. Who will pay for said maintenance?

a. Between the rails and for a distance of two feet outside thereof:

Oregon Electric Railway

b. Remainder of crossing area: Linn County

20. If automatic protective devices are (to be) installed at the crossing, please answer the following:

a. What type of device will be used to activate them?

(Each track of the crossing should be covered in the answer. Example: Main track--constant warning time device (predictors); Siding track—motion sensing type equipment; Spur tracks--island circuits.)

Motion Sensors

b. If automatic gates are to be installed, are there any overhead wires or other obstacles which might impair the operation of the gate arms?

Yes (yes/no) If so, describe the obstacles, identify the owner and make the owner a party in interest in this matter.

Pacific Power and Light Co.

Telephone Utilities, Inc.

SECTION V. -- (To be completed by all.)

41. Upon completion of this project, will it be possible to close any existing grade crossing(s) in the area? No (yes/no)

If yes, list and explain: _____

If no, explain why not: Existing crossings are necessary for the motoring public.

42. Other items of construction and cost distribution:

* * * \

I, Wes Coulter, being first duly sworn, say I am the applicant in the within entitled cause, and that the foregoing application is true, as I verily believe.

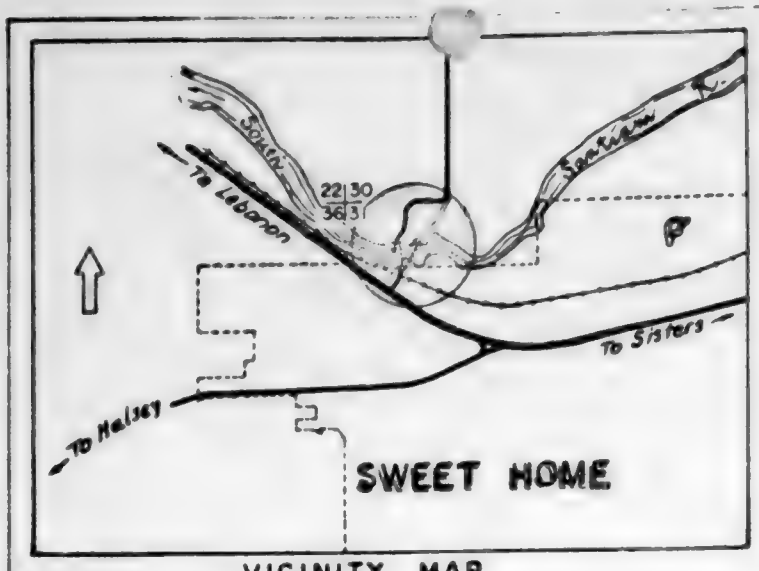
Wes Coulter

STATE OF OREGON)
) ss.
County of)

Subscribed and sworn to before me this 15th day of June, 1981.

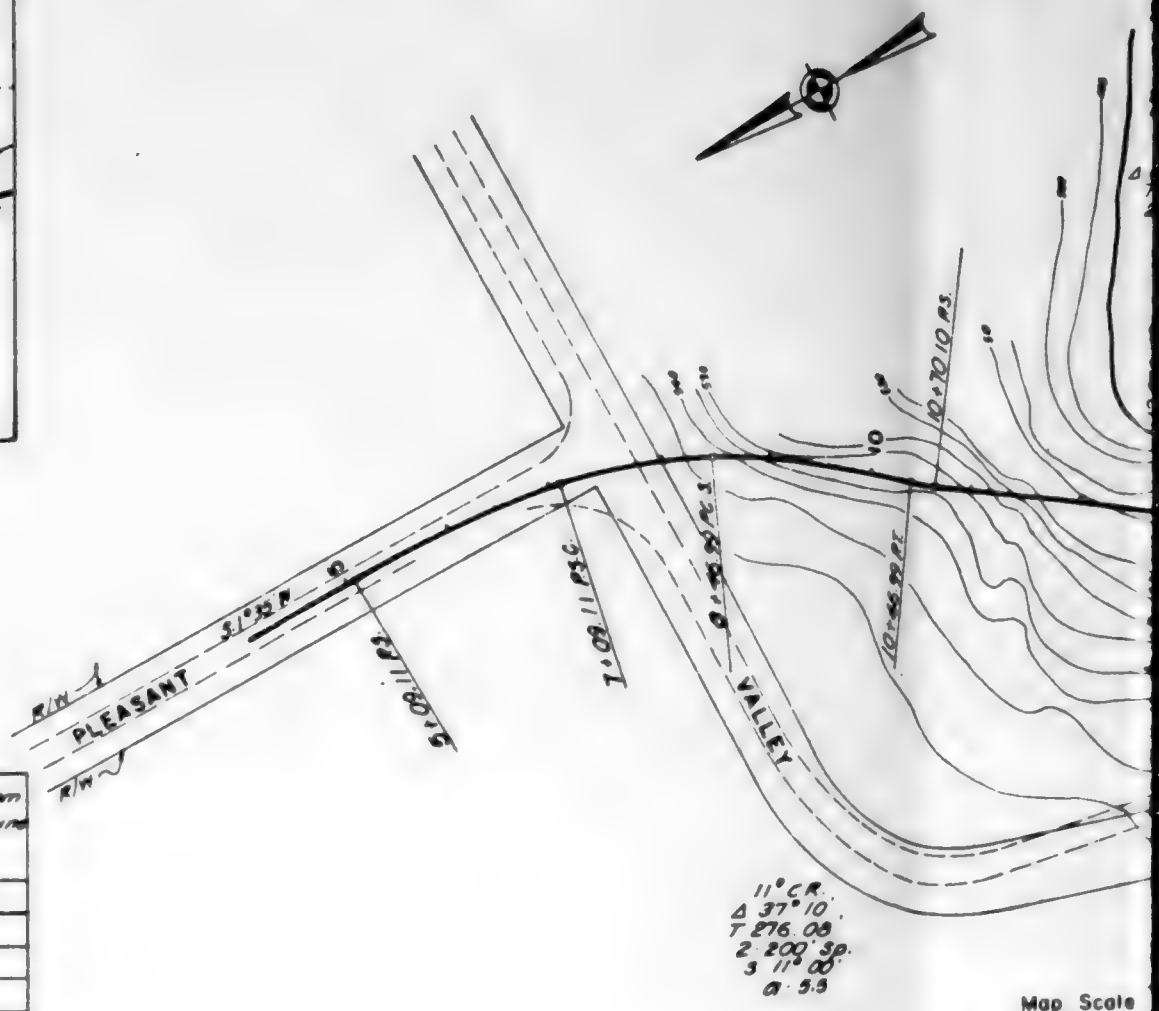
James F. Lopez
(Notary Public for Oregon)

My Commission Expires: 12-15-84



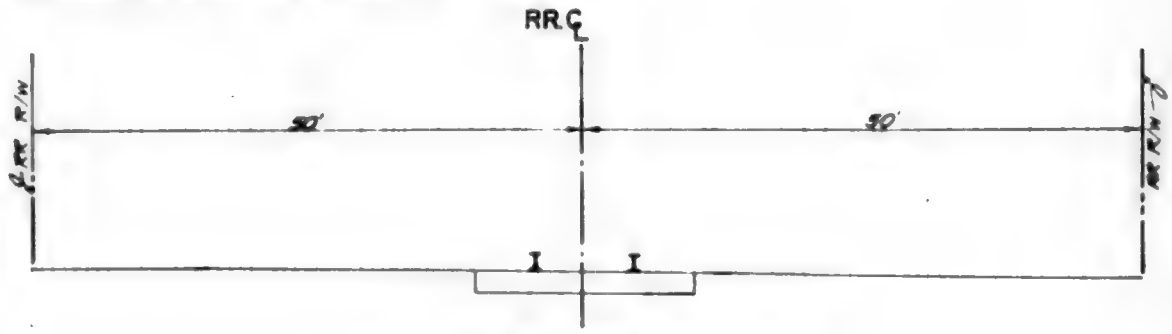
VICINITY MAP

T13S, R1E, W.M. SEC. 31

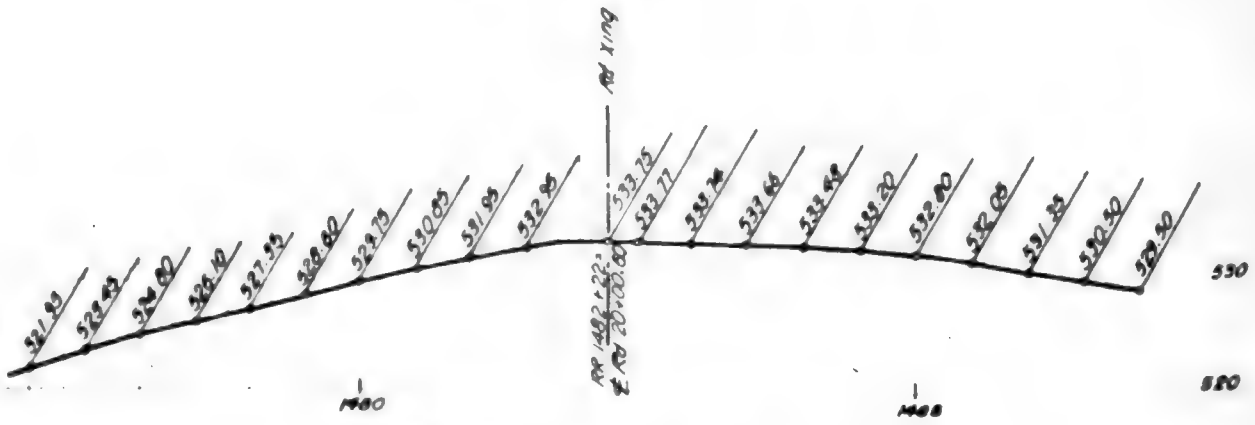


Sighting Table

Point	Distance Along Roadway from Nearest Rail to Point ...		Greatest Distance from Crossing Railroad Engine can be at Sighting	
	Northerly	Southerly	Westerly	Easterly
Ⓐ	131'		50'	40'
Ⓑ	18'		230'	300'
Ⓒ		18'	300'	286'
Ⓓ		131'	20'	40'



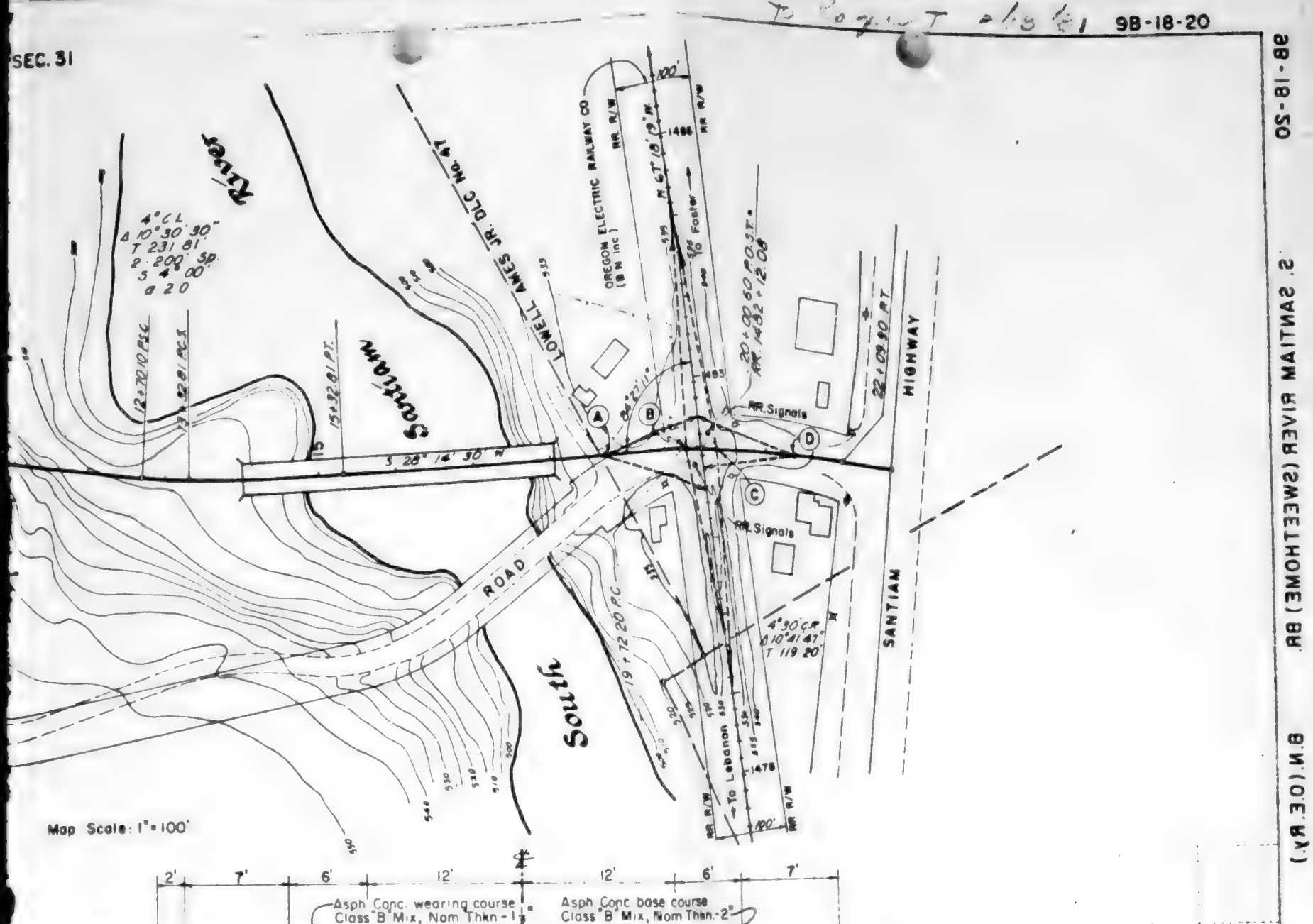
TYPICAL RAILROAD SECTION
No Scale

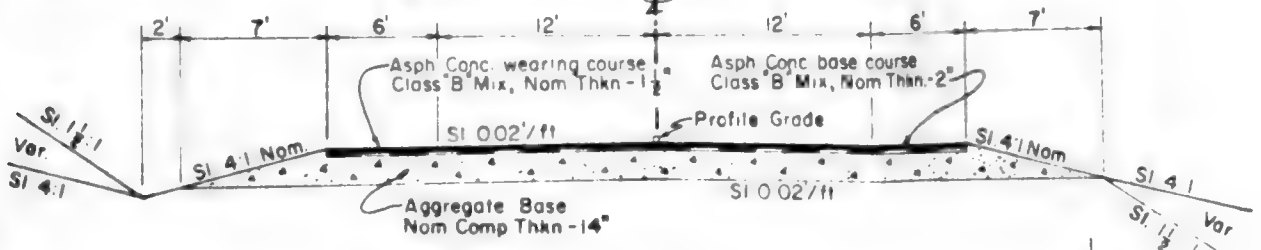


RR. PROFILE - North Rail
OREGON ELECTRIC RAILWAY CO.
(BURLINGTON NORTHERN, INC.)
No Scale

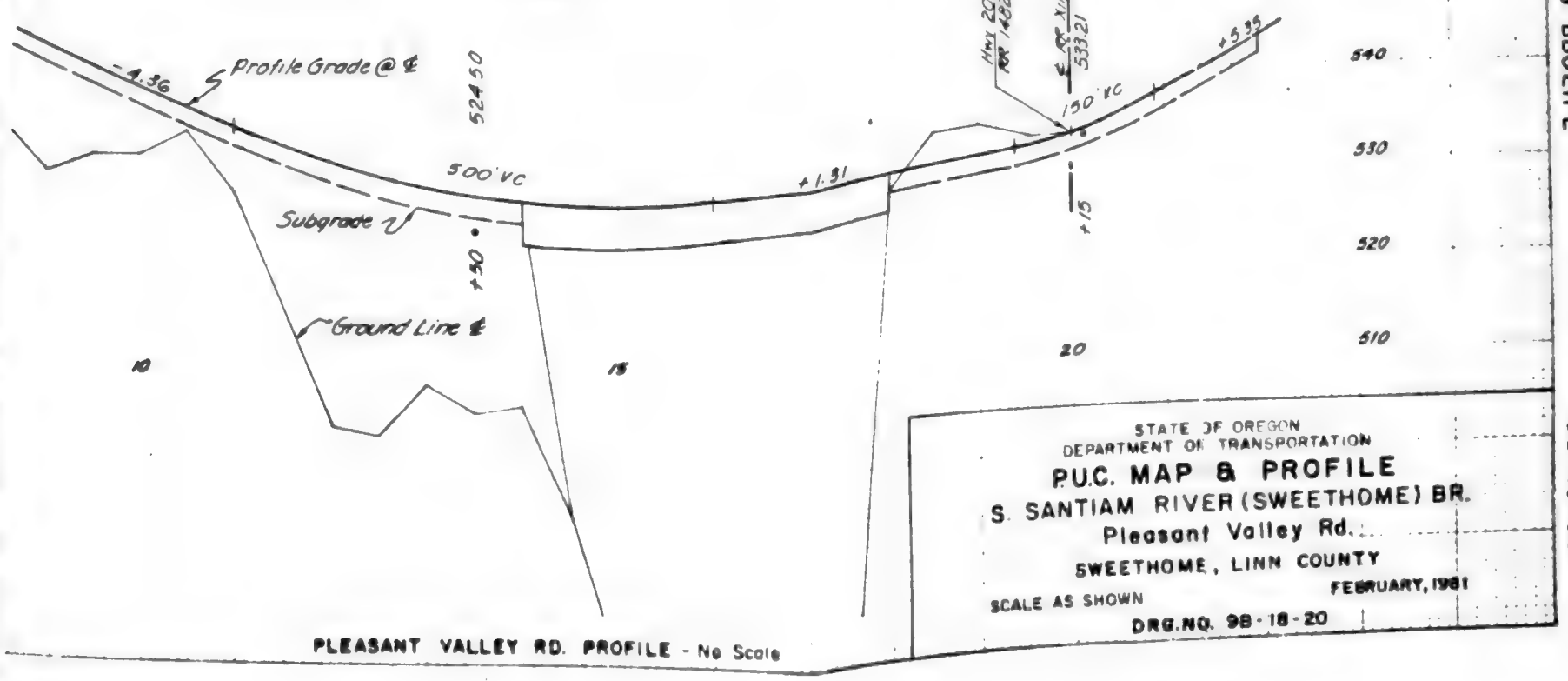
98-18-20

SEC. 31





TYPICAL ROADWAY SECTION
No Scale



PLEASANT VALLEY RD. PROFILE - No Scale

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION
P.U.C. MAP & PROFILE
S. SANTIAM RIVER (SWEETHOME) BR.
Pleasant Valley Rd.
SWEETHOME, LINN COUNTY
SCALE AS SHOWN
FEBRUARY, 1981
DRG. NO. 98-18-20

98-18-20

S. SANTIAM RIVER (SWEETHOME) BR. (OE RY.)

P.U.C. MAP & PROFILE

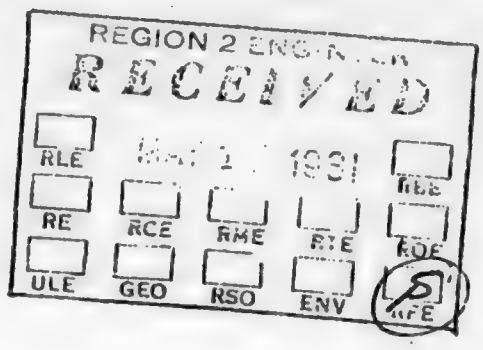
98-18-20

NEAL D. MICHAEL
Roadmaster

Office Of
LINN COUNTY ENGINEER
3010 Ferry Street, SW
ALBANY, OREGON 97321

WILLIS R. GRAFE, P.E.
County Engineer

May 13, 1981



Mr. Phillip O. Stearns
Region Federal Aid Engineer
East Salem Highway Building
2940 East State Street
Salem, Oregon 97310

Re: South Santiam River Bridge
FAS-A-483, C. R. #906

Dear Mr. Stearns:

In response to your recent inquiry, Linn County hereby requests that a Federal Aid participation ratio of 78% Federal funds, 22% local funds be utilized on this project.

Willis Clause "A" is now 82 - we will change

Thank you for bringing this matter to our attention.

Sincerely,

Willis R. Grafe
Linn County Engineer

WRG:bms

C.C. [illegible]

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	Title Sheet
2	Typical Sections & Summary
3-4	Plan & Profile

Temporary Protection And Direction Of Traffic Will Be Added By Final Design.

STATE OF O

DEPARTMENT OF TR

STATE HIGHWA

PLANS FOR PROPOSE

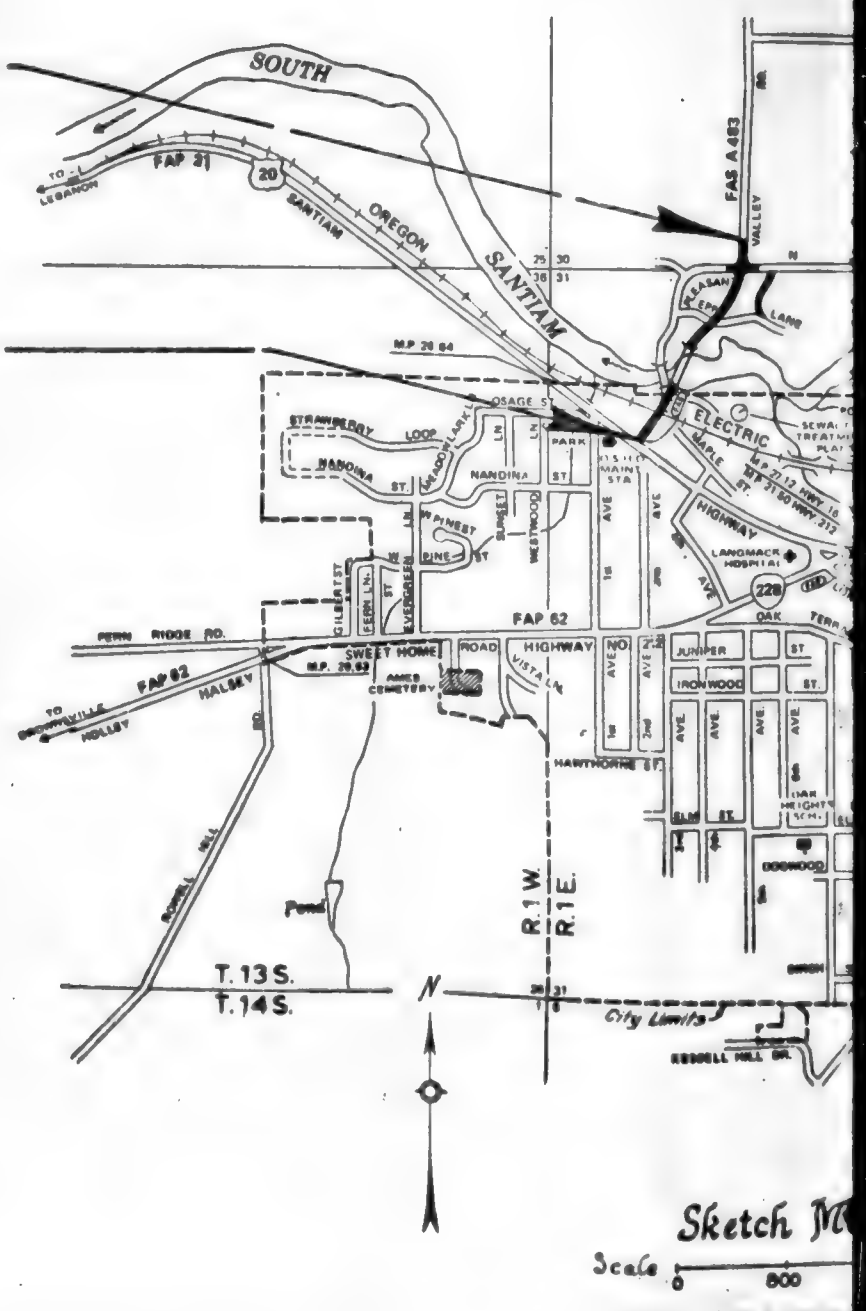
SOUTH SANTIAM RIVER (SW

FAS A483 (PLEASAN

LINN COUN

BEGINNING OF PROJECT
Sta. 3+90

END OF PROJECT
Sta. 22+25



E OF OREGON

OF TRANSPORTATION

GHWAY DIVISION

OR PROPOSED PROJECT

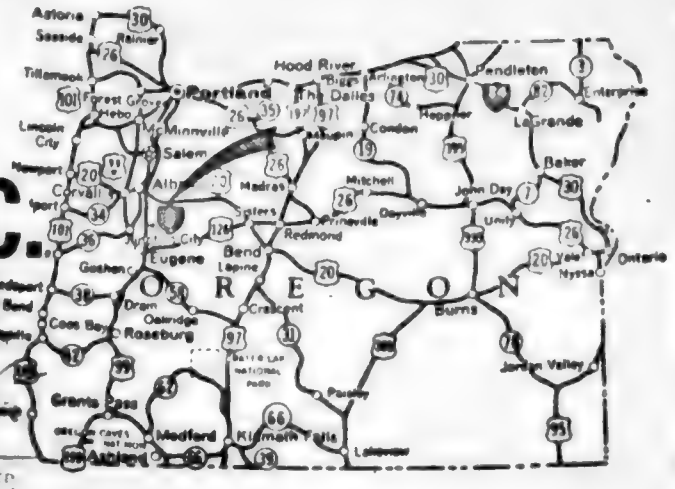
PRELIMINARY COPY
JAN 30 1981
SUBJECT TO CHANGE
FINAL DESIGN UNIT

SOUTH SANTIAM RIVER (SWEET HOME) BRIDGE SEC. FAS A483 (PLEASANT VALLEY RD.) POLK COUNTY				SHEET No. 1
FED ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
10	OREGON			See Index

(SWEET HOME) BRIDGE SEC.

PLEASANT VALLEY RD.)

LINN COUNTY



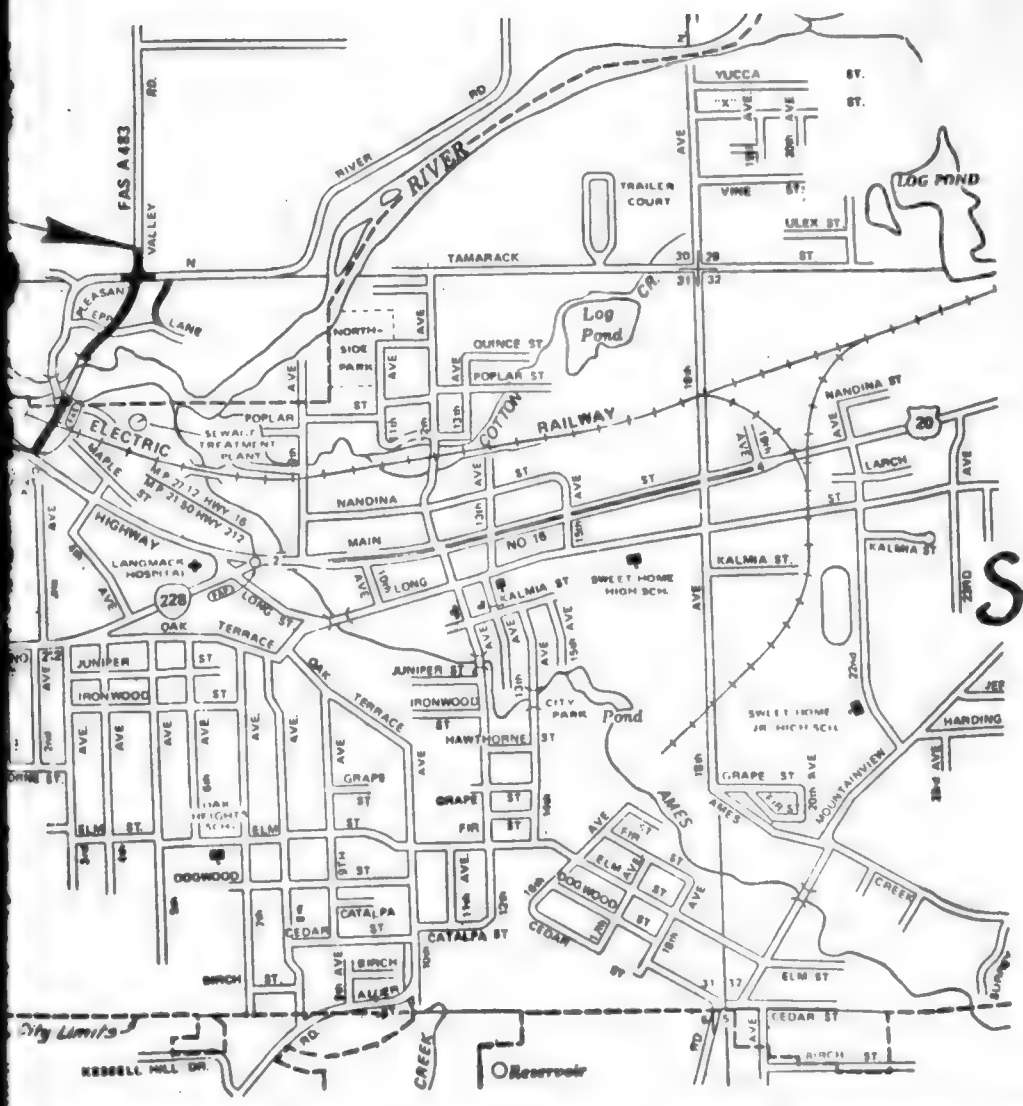
APPROVED MAY 6TH 1981

BOARD OF COMMISSIONERS OF LINN COUNTY

BY Joel D Fredrick
COMMISSIONER

Patricia Lebeau
COMMISSIONER

David Cope
COMMISSIONER



Sketch Map

Scale 0 600 1600 Feet

Sweet Home

PRELIMINARY COPY
SUBJECT TO CHANGE

REGISTERED PROFESSIONAL ENGINEER 4479 OREGON OCT 20 1980 H. S. COULTER

REGISTERED PROFESSIONAL ENGINEER 4552 OREGON MAY 19, 1960 EDGAR S. HUNTER

H. S. Coulter — STATE HIGHWAY ENGINEER

E. S. Hunter — ASSISTANT STATE HIGHWAY ENGINEER

OREGON TRANSPORTATION COMMISSION

Anthony Yturri	CHAIRMAN
Tom Walsh	VICE CHAIRMAN
Gordon Coleman	COMMISSIONER
Peter J. Brix	COMMISSIONER
Michael P. Hollern	COMMISSIONER
Fred B. Klaboe	DIRECTOR OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

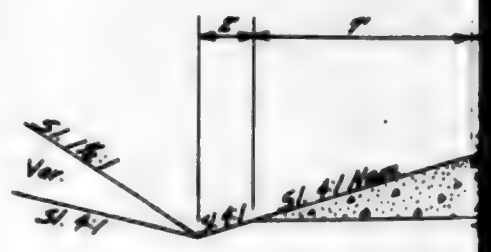
APPROVED:

FIELD OPERATIONS ENGINEER — DATE

S U M M A R Y

ITEM	UNIT	QUANTITY	SEGREGATION OF QUANTITIES	
MOBILIZATION	ALL	ALL		
TEMP. PROTECTION & DIRECT. OF TRAFFIC	ALL	ALL		
TEMPORARY SIGNS	SQ.FT.	190		
TEMPORARY BARRICADES	EACH	6		
TEMP. CONT. RAIL TRAFFIC BARRIER, REFLECT.	LIN.FT.	150		
FLAGMEN	HOUR	200		
CLEARING AND GRUBBING	ALL	ALL		
REMOVAL OF STRUCT. & OBSTRUCTIONS	ALL	ALL		
EMBANKMENT IN PLACE	CU.YD.	25854		
TOE TRENCH EXCAVATION	CU.YD.	200		
TRENCH EXCAVATION	CU.YD.	85		
FINISHING ROADBED & SLOPES	ALL	ALL		
WATERING	M-GAL	250		
AGGREGATE BASE	TON	6500		
CLASS B A.C. MIXTURE	TON	1400		
ASPHALT IN MIX	TON	90		
ASPHALT IN TACK COAT	TON	1		
12 INCH CULVERT PIPE	LIN.FT.	320		
18 INCH CULVERT PIPE	LIN.FT.	84		
GUARD RAIL (TYPE 1)	LIN.FT.	25		
GUARD RAIL (TYPE 2A)	LIN.FT.	1375		
GUARD RAIL (TYPE 3)	LIN.FT.	150		
GUARD RAIL ANCHORS, TYPE 1	EACH	3		
GUARD RAIL ANCHORS, TYPE 2	EACH	2		
RAIL END PIECE TYPE B	EACH	7		
RAIL END PIECE TYPE C	EACH	3		
EXTRA FOR ASPH APPROACHES	EACH	11		
KEYED RIPRAP (CLASS 800)	CU.YD.	650		
FILTER BLANKET	CU.YD.	150		
ROADSIDE SEEDING & MULCHING	ACRE	1		
DELINEATORS	EACH	15		
OBLITERATION OF OLD ROAD.	SQ.YD.	700		

T Y P

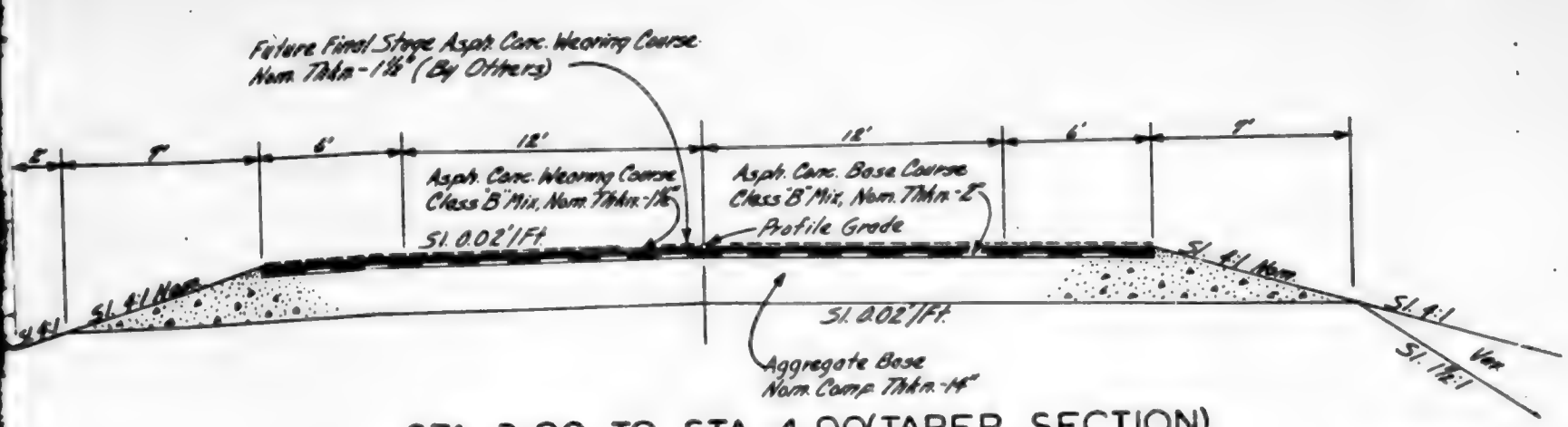


R/W Map No. 98-10-17

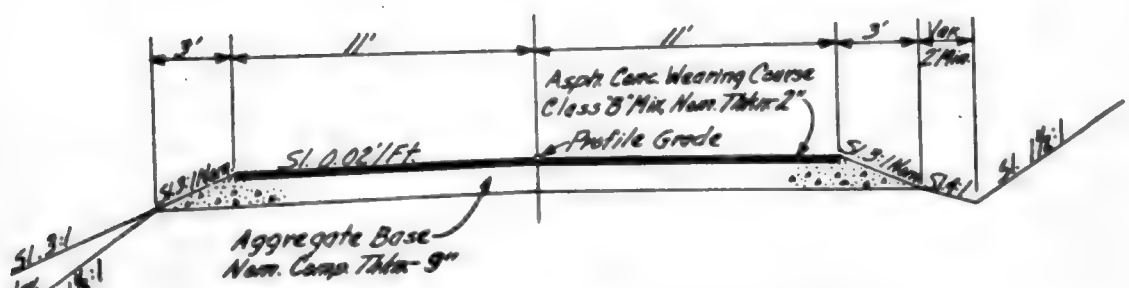
Erikson, Keller, Butts

SOUTH SANTIAM RIVER (SWEET HOME) BRIDGE SEC FAS A 483 (PLEASANT VALLEY RD.) POLK COUNTY				SHEET No. 2
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
10	OREGON			See Index

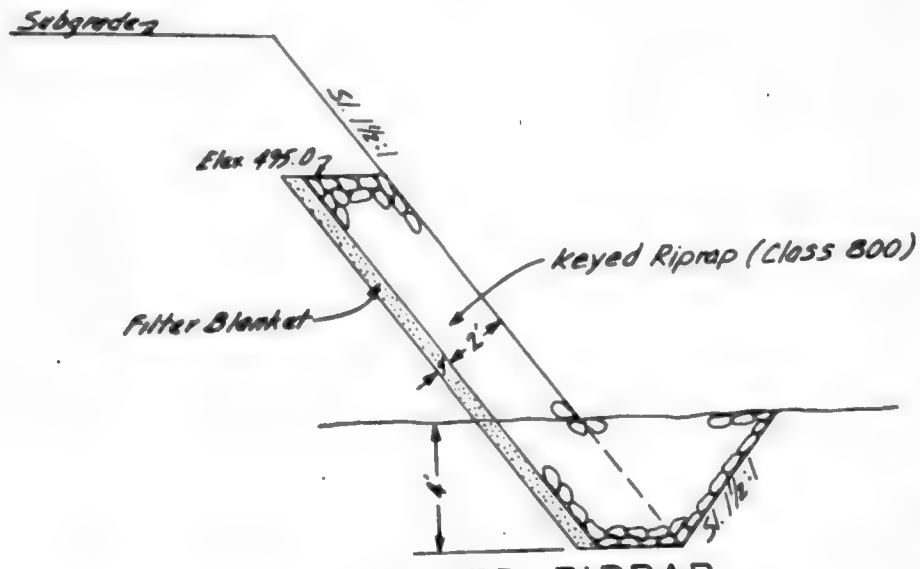
TYPICAL SECTIONS



STA. 3+90 TO STA. 4+90 (TAPER SECTION)
4+90 TO 14+00
14+00 TO 18+00 (STRUCTURE) (Bridge Data Not Available For Preliminary Plans)
18+00 TO 22+25



EPPS LANE ACCESS ROAD



KEYED RIPRAP
STA. 11+60 To STA. 13+40 Lt.

STATE OF OREGON
HIGHWAY DIVISION - ODOT

INTEROFFICE MEMO

TO: Frank E. Terpin
Location Engineer

DATE April 30, 1981

FROM: W. N. Hackleman
Location Design Engineer

SUBJECT: South Santiam River Bridge
Sweet Home FAS A-483
Pleasant Valley Road
Linn County

We have completed a design layout and cost estimate as per the attached letter from Mr. Willis Grafe, Linn County Engineer. Mr. Grafe also submitted a map with a suggested alignment lying between the two previously studied alternates.

To attain the maximum design speed geometrics, as outlined in item 1 of Mr. Grafe's letter, we assumed that the curves would have to be spiraled; that the design speed should be 35 to 40 miles per hour; that a super rate of 0.06 feet per foot would be acceptable; that the River Road connection should be as close to the end of the curve as feasible; and, that a left-turn refuge at Whites Electronics access would be desirable.

Using the above assumptions and Mr. Grafe's suggested alignment as base, we proceeded to project an alignment for the new alternate which we are identifying as the study alternate. The design geometrics of our projection are based on AASTHO Blue Book "A Policy On Geometric Design of Rural Highways" as well as on the State Highway Division's "Technical Bulletin 19." Additional criteria used as control for the projection were: eliminate the right-angle turn at the Pleasant Valley Road-River Road intersection; ease the severity of the curve west of the above intersection; locate the new bridge upstream from the existing structure, yet avoid closure of the bridge during construction; keep displacements to a minimum; and, avoid any right-of-way acquisition from the Jess property.

The projection, shown on the detail map, includes two 14-degree curves with 130-foot spirals north of the river; a tangent section for the structure across the river; and, a 15-degree curve with 120-foot spirals south of the river.

The 14-degree curvature, with a maximum super rate of 0.06 feet per foot, will result in a safe speed of 36 miles per hour. The 130-foot spirals meet AASHTO run-off requirements for a 40 mile per hour highway design. The super rate for the 15-degree south of the river will be controlled by the railroad grade which crosses the alignment near the middle of the curve; however, a 15-degree curve with 0 super can be driven safely at about 30 miles per hour which should be acceptable for this curve.

Contains Recycled

The vertical alignment and curves are adequate for 40 mile-per-hour speeds; however, the 8 per cent grade near the north end of the project is sub-standard for AASHTO design in rolling terrain. The 8 per cent grade was used for two reasons: 1) to reduce the roadway height at the new River Road connection, and 2) to reduce the amount of borrow material needed to construct the roadbed.

In summary, the design, while meeting acceptable standards for an FAS-C highway, cannot be considered as using maximum design speed geometrics. The design is, however, a great improvement over the existing highway in that it improves the curve at the Pleasant Valley Road-River Road intersection and the curve just west of the above intersection, and eliminates a pair of reversing curves at the north end of the existing bridge.

The impacts resulting from maximum design speed (35-40 miles per hour) geometrics on the projected alignment would be untenable particularly when the right-of-way displacements and socio-economic impacts are considered.

The following table shows a comparison of costs between the study alternate and alternate 1.

	Study Alternate	Alternate 1
Grade and Pave	$ 393,000	$ 448,250
Structures	915,000 *	1,100,000
Engineer & Contingencies	79,000	89,750
Right-Of-Way	149,110	157,400
Grand Total	$1,536,110	$1,795,400

* The cost of the structure on the study alternate could be reduced by $100,000 with a modification of the bridge placement. This modification, in addition to reducing the structure cost, would create fewer conflicts during bridge construction; however, it would add an additional 14-degree curve to the alignment. Addition of this curve would further detract from the proposed alignment and create added access problems at Whites Electronics.

Item 5 of the letter requested an estimate of the project schedule and cost if the new alignment is selected.

The estimated construction and right-of-way costs are outlined in the above table. Preliminary engineering costs presently exceed $58,000 and would probably require an additional $20,000 plus.

Selection of the new alignment as the project's location/design would probably delay the proposal for at least a year. This delay would include four-to-six months for an environmental assessment, public hearing, study report and project approval; two-to-three months time for additional field engineering; three-to-six months for roadway and bridge design; six-to-nine months for right-of-way acquistion; and six months for obtaining a revised railroad crossing permit.

This delay would be controlled by the availability of personnel to perform the above functions rather than by a specific date.

DB:ge
Attach.

cc Dennis Bagger

NEAL D. MICHAEL
Roadmaster

Phone 967-3919

WILLIS R. GRAFE, P.E.
County Engineer

March 30, 1981

Mr. Phillip O. Stearns
Region Federal Aid Specialist
2960 E. State Street
Salem, Oregon 97310

Re: South Santiam River Bridge,
Sweet Home FAS A-483,
County Road #906, Pleasant Valley Rd.

Dear Mr. Stearns:

Subject project, approved by the Board of County Commissioners by letter of August 27, 1980 has been reopened for review with the intent of reevaluating it in terms of public benefit and social impacts.

At the request of the Commissioners we wish to explain the feasibility and desirability of an alternate location lying between the two previously considered and displayed at the public hearing on July 31, 1980.

In order to make a determination and arrive at a final decision in this matter, we are hereby requesting you to provide to us the following:

1. A design layout utilizing maximum design speed geometrics connecting the Pleasant Valley Road just northerly of the River Drive intersection with a bridge location immediately upstream and adjacent to the present structure, so located as to be most economical, yet avoiding closure during construction.

2. Right of way impact study of the proposed alternate, including both costs and social impacts.

3. Comparative operational safety analysis of the two alternates.

4. Potential public hearing requirements if a new alternate is to be adopted.

5. Estimated project schedule and cost if the new alternate is selected.

The Board of Commissioners wishes to reach a final decision on this matter during May and the information set forth above is urgently needed by May 1.

We will appreciate your early assistance in this matter.

Sincerely,

Willis R. Grafe
Linn County Engineer

WRG:bjr

VICTOR ATIYEH
GOVERNOR

Department of Transportation

HIGHWAY DIVISION

TRANSPORTATION BUILDING, SALEM, OREGON 97310

April 29, 1981

In Reply Refer to
File No.:

Willis R. Grafe
Linn County Engineer
3010 Ferry Street, S.W.
Albany, OR 97321

Dear Mr. Grafe:

SOUTH SANTIAM RIVER BRIDGE
SWEET HOME FAS A-483
COUNTY ROAD #906, PLEASANT VALLEY ROAD

In response to your March 30, 1981 letter and the meeting in my office on the same date, I offer the following data for your use in re-evaluating the approved alternative on the subject section.

1. A report from our Location Design Unit outlining an additional alternative (study alternative) located between the two previously considered alternatives;

2. A Region 2 right-of-way report discussing costs and social impacts;

3. An analysis of the safety and operations from the Traffic Section;

4. A letter from the Environmental Unit regarding potential for an additional hearing; and,

5. An estimated project schedule is contained in the Location Design Unit report.

In addition to the above data, I have included a sketch map depicting a bridge placement and alignment that our Bridge Design Unit has suggested. As outlined in the Location Design Unit report, this location would reduce the construction costs about $100,000; however, it would also require an additional 14 degree curve in the alignment.

If you have any further questions, please feel free to call me at 378-6883.

Sincerely

Frank E. Terpin
Location Engineer

Attach.

bc D. Bagger
Coc. Govt

STATE OF OREGON

INTER-OFFICE MEMO

TO: J. W. Dixon
Region II R/W Supervisor

DATE: April 27, 1981

FROM: Judy Peterson
Right of Way Agent

SUBJECT: Cost Estimates
Approved Alternate & Study Alternate
South Santiam River (Sweet Home) Bridge
Pleasant Valley Road
Linn County

The following information updates and supplements previous liaison and relocation reports for the South Santiam River Bridge replacement project in Sweet Home.

ESTIMATE OF RIGHT OF WAY COSTS

	Approved Alternate	Study Alternate
Land, improvements and damages	$ 122,910	$ 125,902
Relocation	6,700*	21,000*
Acquisition expenses @ $1,500/file	19,500 (13 files)	10,500 (7 files)
TOTAL	$ 149,110	$ 157,402

*In addition to the relocation costs indicated, there is the possibility of an estimated $35,000 in interest differential costs on the owner-occupied residential replacement dwelling under the study alternate; there is also the possibility of an interest differential under the approved alternate.

The approved alternate would require acquisition of 13 properties; the study alternate would require the acquisition of 7 properties.

The study alternate would require the acquisition of portions of land from two improved and two unimproved homesites, the acquisition of one rental residence, and the acquisition of one owner-occupied three-bedroom residence. In addition, one parcel would need to be acquired from the State Land Board.

Parcels needed for the approved alternate but not required under the study alternate include properties owned by:

1. E. T. and E. Hathaway
2. B. E. Stratton
3. LaDonna M. Jess
4. Ralph E. and Shari L. Spurgeon
5. White's Electronics
6. Fay A. Thompson
7. Carl F. and Herbert Erickson
8. J. L. and E. B. Randolph
9. Leland L. and Patia J. Hansen

RECEIVED
APR 29 1981
LOCATION SECTION

NOTED
W. N. HACKLEMAN

NOTED
F. E. TERPIN

Contains Recycled Materials

Four ownerships which would be affected by either alternate although the acquisition differs on each alternate are:

1. P. G. and N. Ingram
   Acquisition increased from 135 s.f. of land to 0.03 acre of land by study alternate. Property improved with three-bedroom s.f. residence, separate garage, and shed. No improvements would be acquired under either alternate. No relocation would be involved.

2. K. L. and F. J. Noah
   Acquisition increased from 4,700 s.f. of land to 0.64 acre of land, including a tenant-occupied s.f. residence, by study alternate. Under the approved alternate, no improvements would be acquired, and thus no relocation would be required. Under the study alternate the residence would be acquired, and relocation of the tenant-occupant to a three-bedroom DSS replacement dwelling would be required. The tenant would qualify for moving expenses and possibly for a rent supplement benefit. The owner could be eligible for a site search expense.

3. W. C. and F. H. Honeycutt
   Decreased from 1.25 acre of land to 0.85 acre of land by the study alternate. There are no improvements to the property; therefore, no relocation would be involved under either of the alternates.

4. State Land Board

Acquisition of three properties would be required by the study alternate which would not be required by the approved alternate:

1. Donald A. Doersch
   L. Jess, Agent
   Total 0.94 acre improved with tenant-occupied residence. Acquisition 0.18 acre off front yard fronting on Pleasant Valley Road. Remainder 0.76 acre improved with residence. No relocation would be required.

2. Cluff and Irene Francis
   Total 0.07 acre unimproved bare land fronting on Pleasant Valley Road. Acquisition 0.04 acre unimproved bare land fronting on Pleasant Valley Road. Remainder 0.03 acre unimproved bare land fronting on Pleasant Valley Road.

   Total 0.07 acre unimproved bare land fronting on Pleasant Valley Road. Acquisition 0.01 acre unimproved bare land fronting on Pleasant Valley Road. Remainder 0.06 acre unimproved land fronting on Pleasant Valley Road.

Each of these parcels is unusable in the before situation except as plottage to the owner's adjacent 0.64 acre property. No relocation would be required.

3. Wade A. and Mary E. Ahola
Total 0.92 acre improved with owner-occupied residence fronting on Pleasant Valley Road. Acquisition 0.35 acre plus residence. Remainder 0.57 acre.

One three-bedroom DSS replacement dwelling would be acquired. The property was purchased by the present owner-occupants in March 1977 for $48,000. Updated for time, the property would sell for approximately $70,000 to $81,000.

The Aholas would qualify for moving expenses and could qualify for a relocation housing additive, incidental and closing costs, and an interest differential.

There is sufficient decent, safe, and sanitary comparable replacement housing for rent and for sale in the Sweet Home area to meet the displacement needs under either the approved alternate or the study alternate.

No problems are anticipated in relocating the tenant-occupant under the study alternate to a decent, safe, and sanitary comparable replacement dwelling within the financial means of the relocatee. Sufficient housing is available. Moving expense, rent supplement, and down payment relocation benefits would be available.

No problems are anticipated in relocating the owner-occupant under the study alternate to a decent, safe, and sanitary comparable three-bedroom replacement dwelling. Moving expense, housing additive, incidental and closing cost, and increased interest differential relocation benefits would be available.

Based on information available at this time, an interest differential payment in and of itself could amount to an estimated $35,000 on the owner-occupant property under the study alternate. This amount combined with the other relocation benefits for which the owner-occupant under the study alternate could qualify would exceed the maximum allowable $15,000 relocation benefit and would require programming under the program of Housing of Last Resort.

Information applicable to an interest differential on the owner-occupant under the approved alternate is not available at this time. If it is determined that the total relocation benefit due exceeds $15,000, programming under the program of Housing of Last Resort would be required for the approved alternate as well.

Approximately twelve months' lead time would be necessary to complete acquisition and relocation under either alternate in order to accomplish an orderly and humane relocation.

TRA 7

STATE OF OREGON

INTER OFFICE MEMO

TO: F. E. Terpin
Location Engineer

DATE: April 22, 1981

FROM: L. E. George
Traffic Engineer

SUBJECT: Santiam River (Sweet Home) Bridge
Pleasant Valley Road FAS A483
Linn County

As requested, we have analyzed the two alternates currently being considered for implementation, comparing traffic operations and safety. An attached sheet showing 1980 Average Daily Traffic assignments on the two alternates was compiled using existing manual counts, Linn County counts, and origin/destination type counts taken by Branch Engineering. Also attached is an aerial photo with approximate alignments of the two current alternates shown.

Study Alternate

This alternate allows several accesses from North River Road to the bridge, including Whites Electronics and Epps Lane. Whites generates approximately 600 ADT while Epps Lane has 50 ADT. Whites traffic would access in a curve area, creating limited sight distance problems. The Whites traffic is quite heavy at shift change time as a substantial queue was observed by Branch Engineering during their counting period. Two shifts are currently being run at Whites with a total employment of 250. The River Road connection would also "T" into Pleasant Valley Road on a curve with limited sight distance. River Road has a present demand of 900 vehicles daily.

Alternate No. 1

This alternate has comparatively straight alignment from the bridge to the River Road area where it curves to meet the alignment of Pleasant Valley Road. From River Road to the bridge, no accesses are planned and, therefore, no interference to through traffic is encountered. Whites traffic would store on the west leg of the proposed four-way intersection at River Road. Traffic entering Whites would create the need for a left-turn refuge on the south leg of Pleasant Valley Road at River Road. Epps Lane would access on River Road just east of the four-way intersection. This intersection could be controlled with stop signs and establish a definite right of way for these present driveway-type access movements.

RETURNED TO
Hack
By Location Engineer

Don't.

Summary

The combination of curved alignment, comparatively steep grades, and numerous access points within the project would create an undesirable traffic condition in the Study Alternate. Concentration of access at a four-way intersection and better alignment has operational and safety advantages. Alternate No. 1 has these advantages and can handle higher access demands, allowing for future growth in the area. We would, therefore, recommend that Alternate No. 1 be implemented based on the operational and safety aspects.

L. E. George
Traffic Engineer

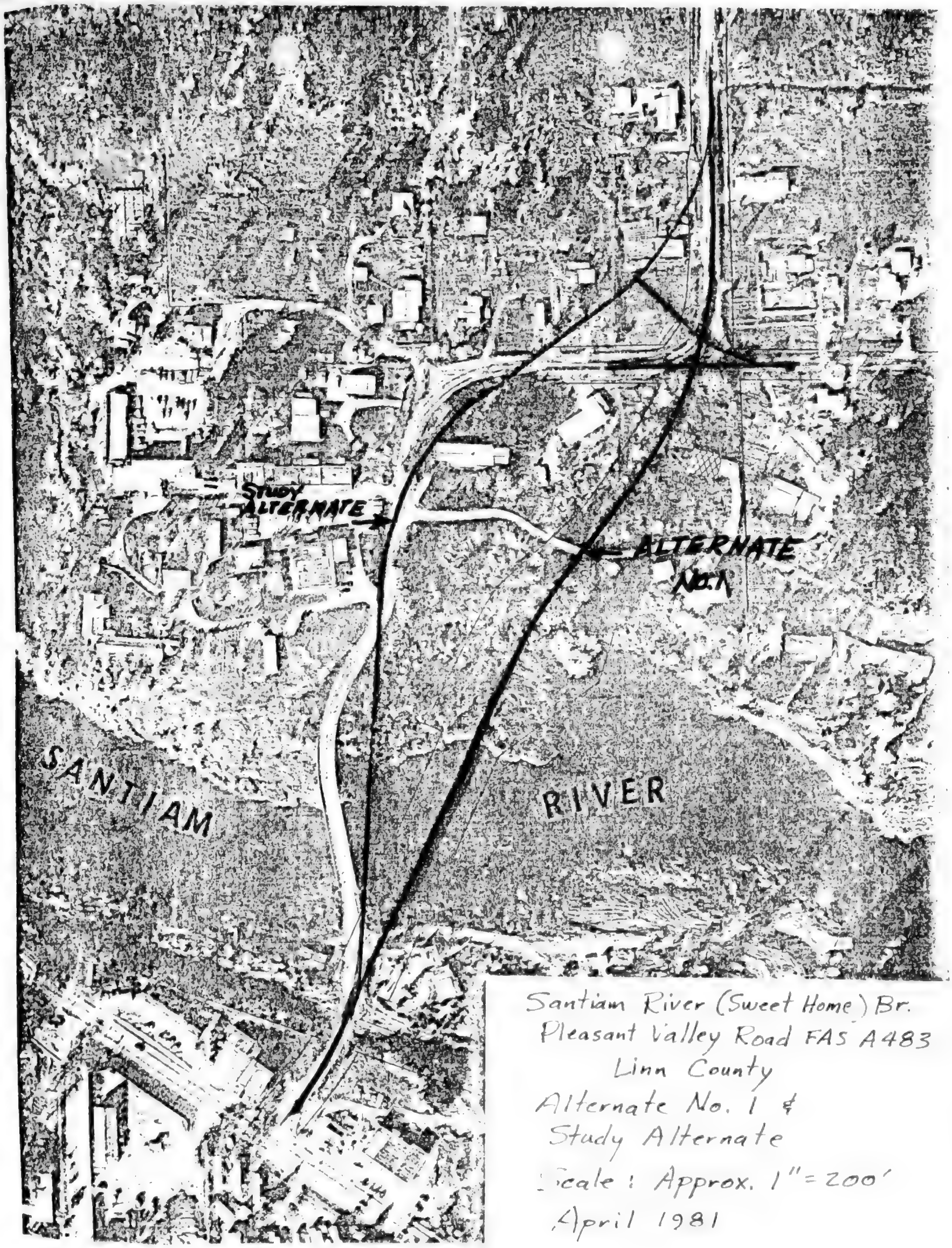
RW:er

Attachments

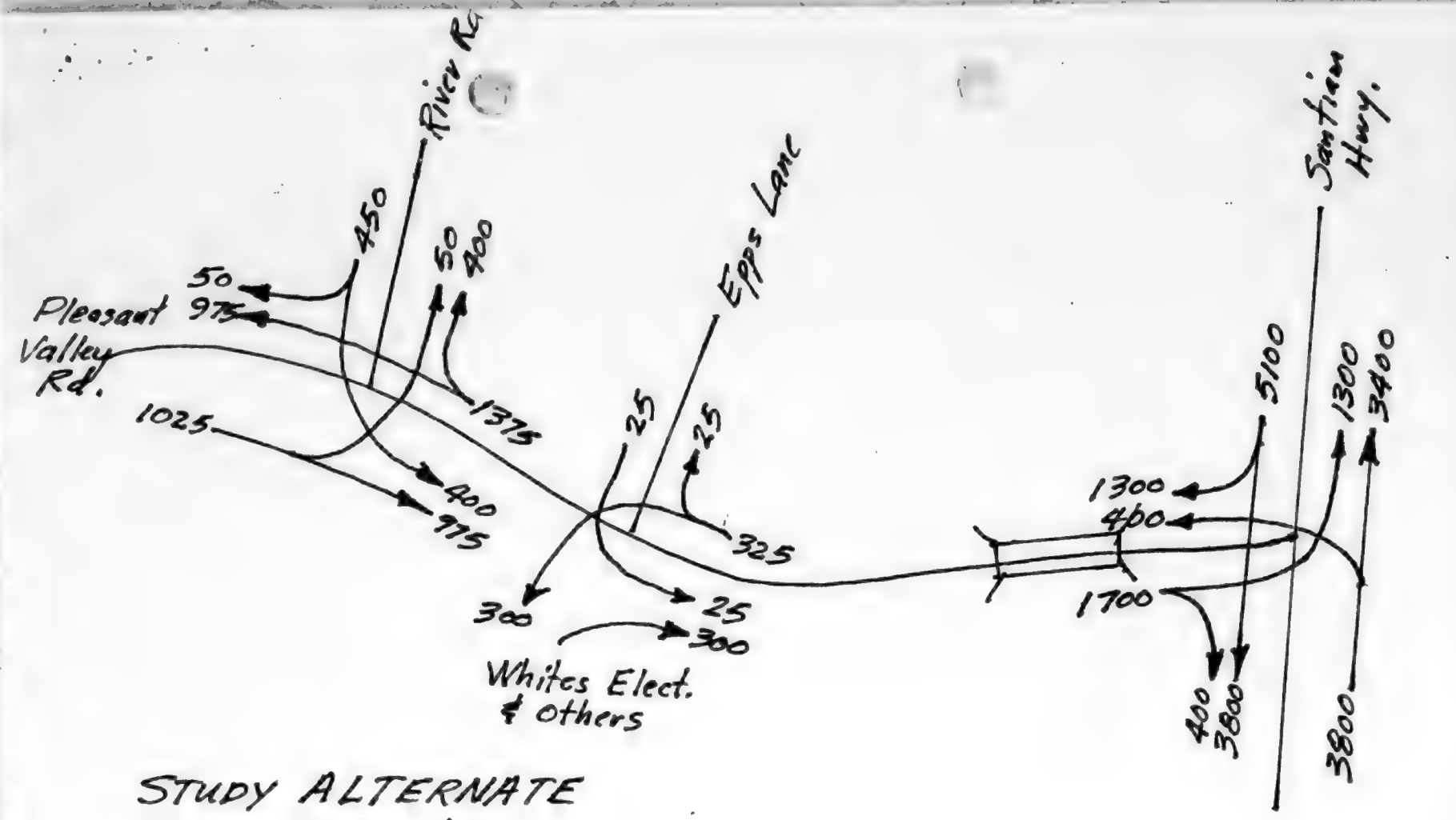
Copy 4/29/81
Fredrickson
Narwell

RECEIVED
APR 23 1981
LOCATION
SECTION

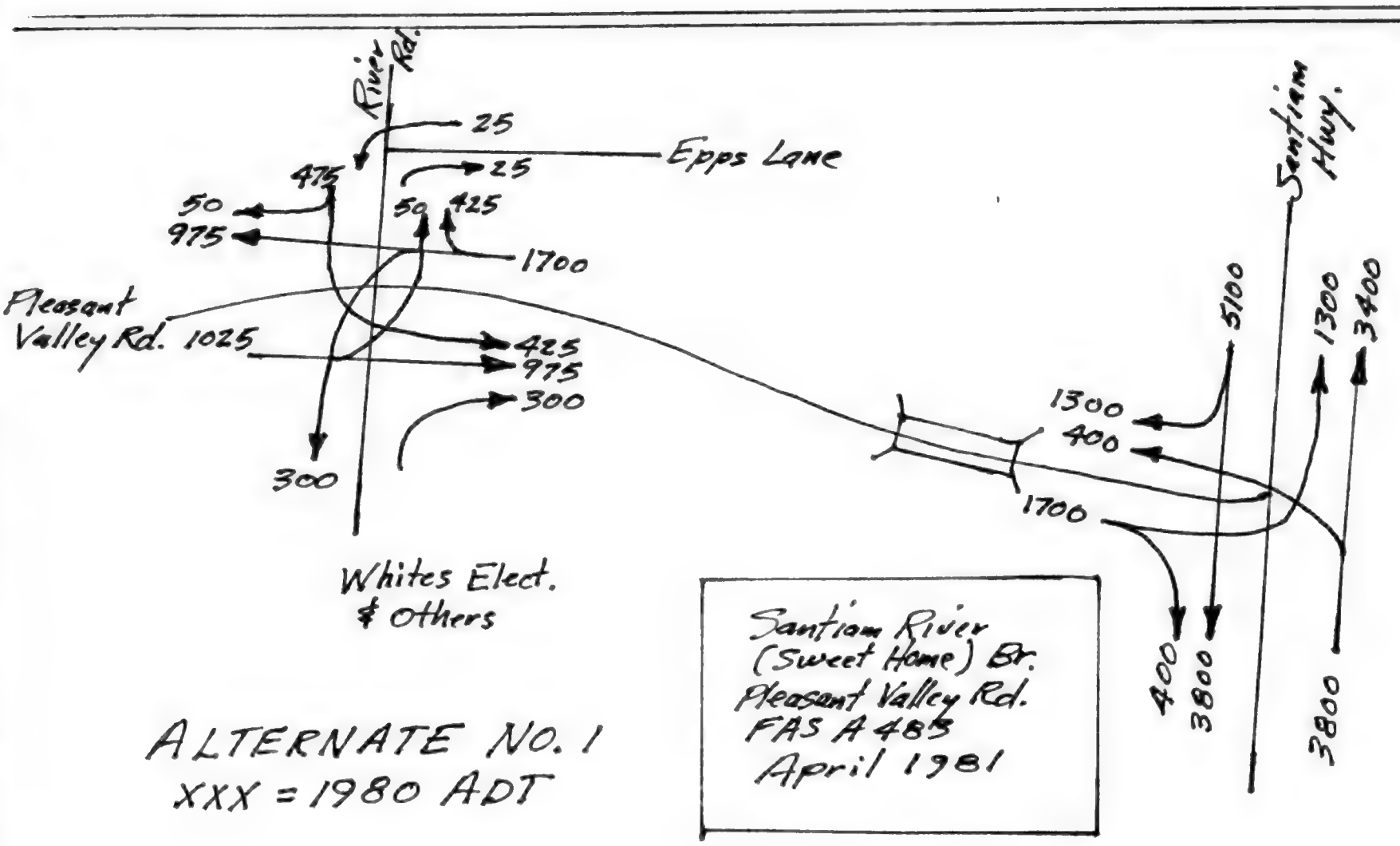
PROJECT MANAGEMENT BRANCH
ASHE ☐ STE ☐
PLE ☐ RE ☐ PRE ☐
APR 29 1981
REFERRED TO _____
FOR _____
FILE: PM FA LG.



Santiam River (Sweet Home) Br.
Pleasant Valley Road FAS A483
Linn County
Alternate No. 1 &
Study Alternate
Scale: Approx. 1" = 200'
April 1981



STUDY ALTERNATE
XXX = 1980 ADT



ALTERNATE NO. 1
XXX = 1980 ADT

Santiam River (Sweet Home) Br.
Pleasant Valley Rd.
FAS A485
April 1981

Gp 7.4

STATE OF OREGON
HIGHWAY DIVISION

INTEROFFICE MEMO
ENV 3

TO: F. E. Terpin
Location

DATE: April 13, 1981

FROM: Gary A. Potter, Manager
Environmental Section

ORIGINAL SIGNED BY
GARY A. POTTER

SUBJECT: South Santiam River (Sweet Home) Bridge
Pleasant Valley Road FAS A483
Linn County

You asked for my opinion as to whether a public hearing is necessary if a new alternative is adopted.

The new study alternative is quite different from the selected alternative. The study alternative, while not unlike the Alternative 2 rejected in the FONSI, affects different homes and has therefore completely different right of way impacts.

Because of these reasons and because the project is controversial, I believe another hearing and environmental classificiation for the project is necessary.

GAP:ct

Attachment (maps)

cc: E. S. Hunter

RECEIVED
TECHNICAL SERVICES
APR 13 '81
REFER TO
FOR
Info | Invest | R/D | D/R | Sign | Ans | File

94811

NOTED
U.S. COURTS

Linn bridge location is back for a second round of study

ALBANY — The location for a new Pleasant Valley Bridge spanning the Santiam River at Sweet Home, decided last year by two Linn County commissioners who went out of office in January, is up for debate again.

Commissioners reached no agreement yesterday but will decide within a week if additional public hearings should be held in Sweet Home.

Three sites have been studied.

On a 2-1 vote last year, the board chose a new location, requiring a 400-foot bridge including access roads which is estimated to cost $1,805,000.

Holdover Commissioner Joel Fosdick voted for rebuilding at the present site, with a 300-foot bridge including access roads, at a cost of about $1,737,000. This plan, however, retains two road curves which the state Highway Division recommended eliminating.

A third site, using the present roadway and building only a bridge, is estimated to cost $1,387,000.

Preliminary plans for a new bridge were authorized in January 1977. The present bridge was built in 1945, rebuilt in 1964 after suffering extensive flood damage and repaired in 1970.

Many Sweet Home residents have opposed relocating the bridge because of the impact on adjoining residential property. Three petitions have been circulated in recent years asking the county to rebuild the bridge at the present site.

Fosdick said he remains committed to rebuilding at the present location. Although Commissioner David Cooper's campaign manager lives on the access road for the proposed relocation and is opposed to the new site, Cooper said he has no conflict of interest and has made no commitment.

Commissioner Pat Tollisen said she has never made a commitment as to where the new bridge should be located.

County engineer Willis Grafe said that if the county revises the plan now, it will have to pay the state $50,000 for design work on the route chosen by the previous commissioners.

Grafe estimated a delay of six to 11 months if new engineering studies are made and public meetings scheduled.

LINN COUNTY ROAD DEPARTMENT
3010 Ferry Street, SW
Albany, Oregon 97321
Phone 967-3919

NEAL D. MICHAEL
Roadmaster

WILLIS R. GRAFE, P.E.
County Engineer

March 30, 1981

Mr. Phillip O. Stearns
Region Federal Aid Specialist
2960 E. State Street
Salem, Oregon 97310

Re: South Santiam River Bridge,
Sweet Home FAS A-483,
County Road #906, Pleasant Valley Rd.

Dear Mr. Stearns:

Subject project, approved by the Board of County Commissioners by letter of August 27, 1980 has been reopened for review with the intent of reevaluating it in terms of public benefit and social impacts.

At the request of the Commissioners we wish to explain the feasibility and desirability of an alternate location lying between the two previously considered and displayed at the public hearing on July 31, 1980.

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1. A design layout utilizing maximum design speed geometrics connecting the Pleasant Valley Road just northerly of the River Drive intersection with a bridge location immediately upstream and adjacent to the present structure, so located as to be most economical, yet avoiding closure during construction.

2. Right of way impact study of the proposed alternate, including both costs and social impacts.

3. Comparative operational safety analysis of the two alternates.

4. Potential public hearing requirements if a new alternate is to be adopted.

5. Estimated project schedule and cost if the new alternate is selected.

The Board of Commissioners wishes to reach a final decision on this matter during May and the information set forth above is urgently needed by May 1.

We will appreciate your early assistance in this matter.

Sincerely,

Willis R. Grafe
Linn County Engineer

WRG:bjr

7484

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. RS-A483(2)	
2. STATE PROJECT NO. See below	
3. FROM Robert B. Hathaway, Assistant Division Admin FHWA - Oregon Division	4. PROGRAM NO.
	5. ITEM NO. 70333
	2A. COUNTY NAME Linn

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
3/16/81	Secondary A483	County Road

10. GENERAL LOCATION:

South Santiam River (Sweet Home) Bridge Section

11. GENERAL DESCRIPTION OF WORK

Right of Way

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- [ ] PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- [ ] PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- [X] ACQUISITION OF RIGHT-OF-WAY
- [ ] CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- [ ] CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [ ] OTHER *(Specify)*

13. REMARKS

As requested in Mr. Swan's letter of 3/6/81 I approve the Relocation Plan dated 3/3/81 and you are now authorized to proceed with all phases of right of way acquisition as outlined in R/W map 9B-18-17. Federal participation is limited to that right of way actually incorporated in the final location of the subject project.

(The above authorization does not require additional obligation of funds)

RECEIVED
STATE HWY ENGR
MAR 19 '81
REFER TO
Mailing

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
3/16/81	J K Hassmer	Assistant Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

94X4

GENERAL FILES

L

March 13, 1981

PRO 6

TO: E.J. Valach
Acting Division Administrator
Federal Highway Administration

FROM: H.S. Coulter
State Highway Engineer

SUBJECT: Oregon Project RS-A483(1)
South Santiam River Bridge, Sweet Home

Regarding your March 4, 1981 memo HFO-OR. Subsequent to a March 3 meeting between Linn County officials and Sweet Home residents, Mr. Willis Grafe, Linn County Engineer, requested that the State stop all design and right-of-way activities on the project until a definite decision is reached by the County. Mr. Grafe has also discussed alternatives with J.H. Versteeg, Road Design Engineer.

We are presently waiting for Linn County officials to choose an alternative that will satisfy the desires of the local residents and address the needs of the travelling public. We will make every effort to assure that any new alternative which the County might propose, will include both a new modern structure and an improved, safe roadway alignment as a total package.

RHP:bkc

cc: F.B. Klaboe
D.H. Moehring

Form FHWA 121 (1/80)

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

THE OREGON DIVISION - Salem
UNITED STATES GOVERNMENT

memorandum

Subject: Oregon Project RSA-483(1)
South Santiam River Bridge, Sweet Home
FAS Project A-483, County Road No. 6

Date: March 4, 1981

From: Acting Division Administrator

Reply to Attn. of: HFO-OR

To: Mr. H. S. Coulter, State Highway Engineer

NOTED
H. S. COULTER

This refers to Mr. Prange's telephone inquiry of March 2 regarding the Federal Highway Administration's reconsideration and possible approval of the subject project.

It is our understanding a modification is contemplated whereby -

> The southerly portion between the river crossing and State Route 20 would remain essentially unchanged from a functional standpoint, but the bridge would be moved downstream to a location immediately adjacent to the present structure, similar to that shown in the hearing maps as "Alternative 2."

This proposed new location would enable the bridge to be connected to the existing roadway with a minimum of construction cost, and the northerly approach would retain essentially the present alinement from there to the intersection of Pleasant Valley Road and North River Drive, where the present project terminates.

Considering the improvement in benefits to the public in significantly shortening travel distance for the major portion of the traffic, the correction of the substandard alinement, and the solution to a severe traffic congestion problem provided by the project as now approved, we would be extremely reluctant to support the change you have proposed.

Unless, through the hearings process, some compelling new information could be brought into the record showing benefits comparable to those now provided by the presently contemplated project, we do not feel such a limited solution would be an appropriate use of Federal funds.

for E. J. Valach

RECEIVED
STATE HWY ENGR
MAR 4 '81
REFER TO
FOR
Info | Invest | R/D | D/R | Sign | Act | File

cc:
OSHD (R Prange, Op Pgm Sec, Proj Mgmt)

VICTOR ATIYEH
GOVERNOR

Department of Transportation

HIGHWAY DIVISION

TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.

PRO 6-2

March 6, 1981

TO: E.J. Valach
Acting Division Administrator
Federal Highway Administration

FROM: D.E. Swan
Operation Programming Engineer

SUBJECT: Relocation Plan
Project No. RS-A483(2)
S. Santiam River (Sweet Home) Bridge Section
Linn County

Enclosed for your approval is a March 3, 1981 relocation plan for the subject project to replace the previous one submitted with the program data on March 2, 1981. The required project assurances regarding the availability of replacement housing were contained in our letter of March 2, 1981.

We trust the plan will meet with your approval and permit authorization to be given for the actual acquisition of right of way as previously requested.

CL:bkc
Enc.

cc: J. Boyd
F. Lowe
V. Wilson
H. Reynoldson

Form 734-3122

7424

March 3, 1981

ACC

Linn County Board
of Commissioners
Courthouse
Albany, Oregon 97321

Attn: Mr. Willis Grafe
County Engineer

Gentlemen:

We have submitted a program to the Federal Highway Administration for approval of the Right-of-Way phase of the South Santiam #, (Pleasant Valley Road) Br. Section to West Linn, [illegible].

Financial sharing of the Right-of-Way is:

Total [illegible]	[illegible].00
Federal Funds	[illegible].00
[illegible]	[illegible].00

Local Funds 1/2 of 17.7% = [illegible].00

Rec'd 5-7-81 Informal Form 1 Date

Please make your check in the amount of [illegible].00 payable to the Oregon State Highway Division and send it to the Accounting, Room 43A, Transportation Building, Salem, Oregon 97310.

Very truly yours,

[illegible] Engineer

HR:pf

bcc w/AD # 677: Vern Skoog - Please return completed AD # 677 when advance deposit is received.
Phil Stearns, Region 2 Federal Aid Engineer

7421 Sweet Home

STATE OF OREGON

INTEROFFICE MEMO

TO: Rod Henry
Assistant R/W Manager

DATE: March 3, 1981

FROM: Judy Peterson
Right of Way Agent

SUBJECT: South Santiam River (Sweet Home)
Bridge Section
Pleasant Valley Road
Linn County

Forwarded herewith is an updated relocation plan for the South Santiam River (Sweet Home) Bridge project, Pleasant Valley Road, Linn County.

Relocation costs are estimated at $5,600.

JP:lj

Attachment

cc: J. H. Versteeg /w/att.
C. O. Fredrickson /w/att.
Gary Potter /w/att.
John Wichman /w/att.
Willis Grafe /w/att.

Versteeg ✓
Anderson
Christensen
Olson
Sullivan
Terpin
[illegible]
Wakerling

RECEIVED
MAR 04 1981
ROAD DESIGN SECTION

Do Not File
Return To
Bring by ___/___/___
Action

Contains Recycled Materials

81-125-1387

6P*75683.12

RELOCATION PLAN

South Santiam River (Sweet Home) Bridge Section
Pleasant Valley Road
Linn County

March 3, 1981

Sweet Home is located in Linn County on Oregon Highway 228 and is 110 miles south of Portland and 40 miles northeasterly of Eugene. In 1979, the population was 7,250; Linn County was at 85,000.

Points of interest include Green Peter and Foster Dams, East Linn (historical) Museum, Slip and Snip (manufacturers of the original folding scissors), South Santiam Tree Farm, Willamette Industries, Inc., and White's Electronics, Inc. (manufacturers of metal detectors).

Seventeen State, Forest Service, County, Bureau of Land Management, and City parks serve the area. The area is known for its fishing, hiking, and rockhounding recreational activities.

Public schools include eight elementary, one junior high, and one senior high. Total enrollment is 2,800.

Sweet Home also has a community education center and a library. Linn-Benton Community College is located 29 miles from Sweet Home in Albany. Oregon State University, Corvallis, and the University of Oregon, Eugene, are 33 miles and 37 miles distant.

All major denominations are represented in the community's 27 churches.

The nearest hospital is located in Lebanon, a distance of 13 miles. Other medical facilities in Sweet Home include one nursing home, and eight doctors and seven dentists serve the community.

Inventory of Individual Needs

Betty E. Stratton, owner-occupant (File 51842). Two-bedroom, 962-square foot residence. Would require two-bedroom replacement dwelling.

Inventory of Available Housing

One two-bedroom replacement dwelling would be required.

There is sufficient decent, safe, and sanitary comparable replacement housing for sale in the Sweet Home area to meet the displacement needs of the project.

Analysis of Inventories

No problems are anticipated in relocating the owner-occupant (File 51842) to a decent, safe, and sanitary comparable replacement dwelling within the financial means of the relocatee. Sufficient housing is available.

Moving Expense and housing additive relocation benefits would be available.

There are no known current or future Rederal, State, or community programs in operation in the project area or nearby area which would affect the supply and demand for housing.

Lead Time

An estimated twelve months' lead time would be necessary to complete acquisition and relocation.

Effect on Local Community

No general social groups would be specifically benefitted or harmed by the proposed action.

There would be no effect on access to jobs, education facilities, religious institutions, health and welfare services, recreational facilities, social and cultural facilities, pedestrian movement facilities, and public transit services.

Relocation Estimate

File	Relocatee	Replacement Requirement	Moving Expense	Housing Additive	Rent Supplement	Total
51842	Stratton	2 bdrm. SF	$600	$5,000		$5,600

Judy Peterson
Right of Way Agent

JP:lj

9484

GENERAL FILES

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: RS-A483(2)

2. STATE PROJECT NO.: See below

3. FROM: E. J. Valach, Acting Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 70333

2A. COUNTY NAME: Linn

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 3/3/81

8. FEDERAL ROUTE NUMBER: Secondary A483

9. STATE ROUTE NUMBER: County Road

10. GENERAL LOCATION:

South Santiam River (Sweet Home) Bridge Section

11. GENERAL DESCRIPTION OF WORK

Right of Way

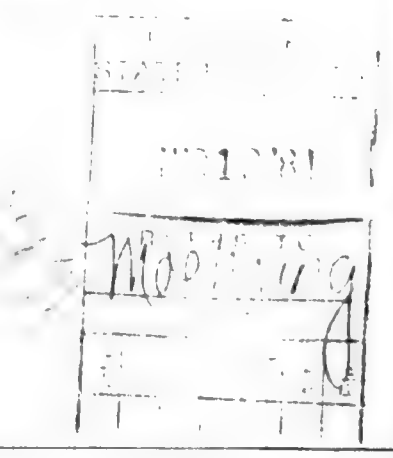
12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- [ ] PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- [ ] PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- [x] ACQUISITION OF RIGHT-OF-WAY
- [ ] CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- [ ] CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [ ] OTHER *(Specify)*

13. REMARKS

As requested in Mr. Swan's letter of 3/2/81 you are now authorized to proceed with appraisals only for right of way as outlined on R/W map 9B-18-17 at a TEC of $145,600 Federal Funds $128,390.

Your submission of an updated relocation plan and upon approval, request for actual acquisition will be considered.



14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
3/3/81	G K Loomis	for Acting Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

PRO 6-2

March 2, 1981

TO: E.J. Valach, Acting Div. Administrator
Federal Highway Administration

FROM: D.E. Swan
Operation Programming Engineer

SUBJECT: Project Data Submission
Item No. 70333
Project No. RS-A483(2)
S. Santiam River (Sweet Home) Bridge Section
Linn County

Enclosed is data consisting of PR-1 forms, sketch maps, relocation plan and right of way map 9B-18-17 on the subject project.

I request the following:

1) Approval of the relocation plan for the project.
2) Authorization to proceed with the actual acquisition of right of way, all phases, at an estimated total cost of $145,600 with an obligation of $128,390 in federal funds. The right of way to be acquired is as outlined in red on the enclosed right of way map.

Within a reasonable period of time prior to displacement a comparable replacement dwelling will be available or provided for the displaced family who are initial occupants or an adequate replacement dwelling will be available or provided for individuals or families who are subsequent occupants for each displaced person on this project. This assurance is based on the relocation plan for the project. Relocation assistance will be provided from the Region 2 Right of Way Office in Salem.

Form 734-3122

Our State relocation program is realistic and is adequate to provide orderly, timely and efficient relocation of displaced persons as provided in FHPM 7-5-1.

A copy of the State Clearinghouse A-95 review conclusions has been forwarded previously.

CL:bkc
Enc.

cc: J. Boyd
F. Lowe
H. Reynoldson

Budget Bureau No. 41-

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W. O.

FORM PR-1 (REV. 4-61)

3-2-81

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

CARD 2 — REPORT NUMBER (18)–(20) — PROJECT LOCATION *(45 typewriter spaces)* 21–65: Co. Rd. Jct. Santiam Hwy. N. 0.34 mi. — ADT — PRESENT: 2,800 — FUTURE: --- (66)–(70) — YEAR: -- (71)–(72) — REGION: 10 — STATE NAME: Oregon

CARD 3 — CHARACTER OF PROPOSED WORK *(35 typewriter spaces)* 28–62: Right of Way Acquisition — NATL. FOREST (63)–(65) — FH ROUTE NO. (66)–(68) — SUPV AGCY (69) — DA CLASSIF. (70) — DA AREA (71) — EMERG. YR. (72)–(73) — PL. AUTH YR (74)–(75) — PROJECT NUMBER: PREFIX LETTER(S) 14: RS 23–27: A4[illegible]

CARD 4 — CLASS OF FEDERAL FUNDS: Rural Secondary — COUNTY NAME: Linn — NAME OF URBAN AREA 17-31: ---- — ROUTE NO. S — FEDERAL-AID: A483 (32) — STATE: Co. Rd. (36)(37) — U

CARD 5	LINE NO. (14-15)	CHANGE CODE (16)	PROJECT CODE 41	CLASS 42	WORK TYPE 43–46	STEP 53	TERMINI *(Full description)*	MILES (54)–(58)	TOTAL ESTIMATED COST (59)–(66)	FEDERAL FUNDS (67)–(76) 88.18%	STATE FUNDS	OTHER FUNDS
1												
5					**PE**		"S. Santiam River (Sweet Home) Bridge Section"	0.34	145,600	128,390	8,605	8,605 (C
5					**ROW**							
5					**CONST** (CODE)							
							PROJECT TOTALS	0.34	145,600	128,390	8,605	8,605 (Co

CARD 1 — CODE 1 — PREPARED BY: C.L.

CARD 1 — CODE 14 — PROGRAM APPROVAL DATES: 12-9-76

REMARKS: Additional Data se
Project No. RS-A483(1).

Budget Bureau No. 41-R2067; Approval Expires February 28, 19

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FORM PR-1
(REV. 4-61)

3-2-81

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

ECT LOCATION (45 typewriter spaces)		PRESENT	FUTURE	YEAR	REGION	STATE NAME	STATE CODE	APPN CODE	ITEM NO.
Rd. Jct. Santiam Hwy. N. 0.34 mi.	ADT	2,800	---	--	10	Oregon	41	075	70333

WORK (35 typewriter	NATL. FOREST	FH ROUTE NO.	SUPV AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PROJECT NUMBER PREFIX LETTER(S)	NUMBER	SEQ. NO.	I. Projects Only POST MI. DESIG.
uisition								RS-23	A483	(2)	

	COUNTY NAME	CODE	PROGRAM STAGE
Rural Secondary	Linn	043	1 OR 2

ROUTE NO.	FEDERAL-AID	STATE	U.S.
S	A483	Co. Rd.	--

WORK TYPE	STEP	TERMINI (Full description)	MILES	TOTAL ESTIMATED COST	FEDERAL FUNDS 88.18%	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK (Full description)
E								
OW		"S. Santiam River (Sweet Home) Bridge Section"	0.34	145,600	128,390	8,605	8,605 (Co.)	
ONST (CODE)								
		C.L. PROJECT TOTALS	0.34	145,600	128,390	8,605	8,605 (Co.)	

ESTIMATED PROJECT COST BY PHASES

ROVAL DATES: 12-9-76

REMARKS: Additional Data see item No. 70333
Project No. RS-A483(1).

-over-

S. Santiam River (Sweet Home) Bridge Section
Project No. RS-A483(2)

Project Data: Work consists of right of way acquisition all phases including relocation assistance as required for the future construction of a 400 foot reinforced bridge and approach roadways on revised alignment, to provide for 2-12 foot travel lanes with 6 foot shoulders.

FHPM 7-7-2 Requirements: Finding of No Significant Impact (FONSI) approved by FHWA on October 16, 1980.

FHPM 7-7-5 Requirements:

a) Public Hearings ---- Held on July 31, 1980
b) Location/Design ---- Approval granted by FHWA on October 16, 1980.

Data for PR-37: Relocation Assistance

Moving Costs (1 family) ----------	$ 500.00
Replacement Housing ----------	5,100.00
TOTAL	$5,600.00

Note: This project is in Congressional District No. 4.

LINN COUNTY ROAD DEPARTMENT
3010 Ferry Street, SW
Albany, Oregon 97321
Phone 967-3919

NEAL D. MICHAEL
Roadmaster

WILLIS R. GRAFE, P.E.
County Engineer

February 27, 1981

Mr. Phillip O. Stearns
Region Federal Aid Specialist
2960 E. State Street
Salem, Oregon 97301

Re: Santiam River Bridge, Pleasant Valley Rd.
F.A. Project No. R.S.A. 483(1),
County Rd. #906

Dear Mr. Stearns:

The County Board of Commissioners is reviewing subject project with the possibility in mind of reopening its public discussion thereon. At this point no official action has been taken changing its status, but the following questions are pertinent to the review:

1. What would be the estimated cost of constructing only the bridge and minimal approaches immediately adjacent to the existing structure, similar location shown in alternative 2 of the hearing map.

2. Estimated time of closure to traffic if the suggestion of (1) above is followed.

3. Are there any State and/or Federal regulations, policies, or guidelines which would impact (1) above?

We will appreciate your prompt response to this inquiry.

Sincerely,

Willis R. Grafe
Linn County Engineer

WRG:bjr

Date 2/26/81 PROJECT MANAGEMENT OFFICE MEMO

Subject S. SANTIAM RIV. (SWEET HOME) BR. File No. _____

Received (call) ~~(visit)~~ from JERRY WRIGHT - 2/25/81

Address SWEET HOME _____

Made (call) ~~(visit)~~ to SAME 2/26/81 Phone 367-5640

Reason for contact and general discussion: TOLD MR. WRIGHT THAT THERE WERE NO FEDERAL REGULATIONS OR LAWS REQUIRING THE COUNTY CONSTRUCT THE TOTAL LENGTH OF ROAD IF THEY CHOSE TO CONSTRUCT THE BRIDGE ONLY. ALSO INFORMED HIM THE PRESENT ESTIMATE OF THE BRIDGE IS $1.1 MILLION AND THE TOTAL PROJECT IS $1.6 MILLION.

FAS A 483

Signature

File ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )
Circulate: PME LGE OPE FAE CCE OM Other

Response: The li[illegible]ed life expectancy, both opera[illegible]onally and structurally on the present bridge makes it important some action be taken soon to assure continuation of service. This project was set aside twelve year ago for the same reason and we now have nearly three times the cost estimated at that time. The general location is the only one in the area under county jurisdiction, and other studies would need to utilize the same basic river crossing.

Comment: If we take alternate #2 and just put in the bridge and perhaps 100 feet beyond the bridge, it would solve the problem of the bridge and give us a brand new bridge and eliminate all the other problems.

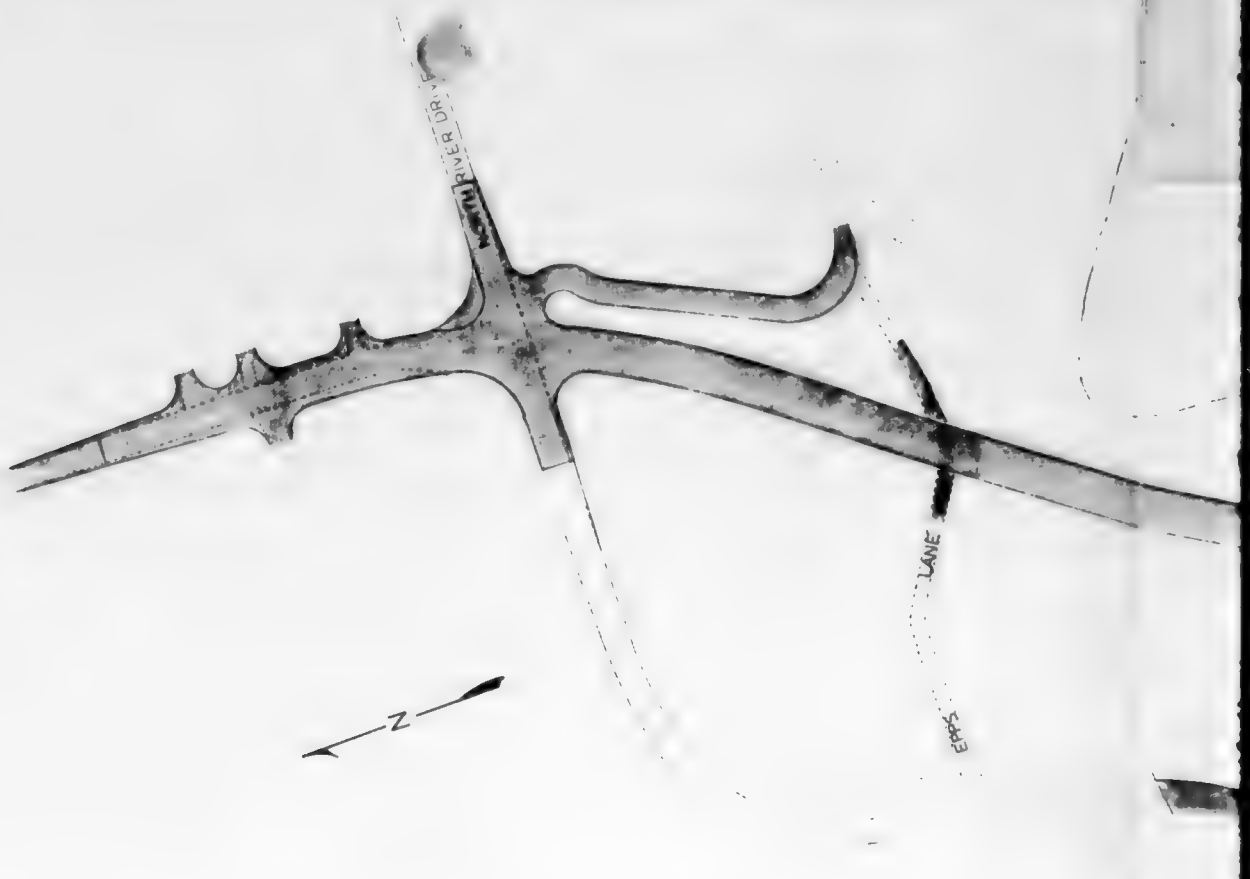
Response: It is possible to limit the project to only the bridge, but doing so would only postpone the matter of safety and congestion brought on by the two sharp curves with high volume of traffic and significant numbers of cars accessing an arterial road near a blind curve. The public and community interest would be significantly compromised to accommodate right-of-way concerns which are, in terms of the public benefits possible, not of great magnitude. Predicted near term increase in traffic will force some roadway improvements involving right-of-way acquisition in the very near future no matter what we do now and this may be a last opportunity to provide an integrated solution to the problem before development of the area precludes it.

NO FED. $'S.

Comment: Life expectancy for the present bridge is forty more years.

Response: Citizens were advised at the time of the discussion referred to that the truss elements of the bridge could, probably, with rehabilitation and a continual high level of maintenance be made to last for possibly 40 years. However, all the rest of the superstructure would, in any case, require replacement at least once, and the expenditure of funds without improving the operational aspects would be questionable.

SITE TEST - $1,100,000 - 11/82 - Brickstrand's Est.



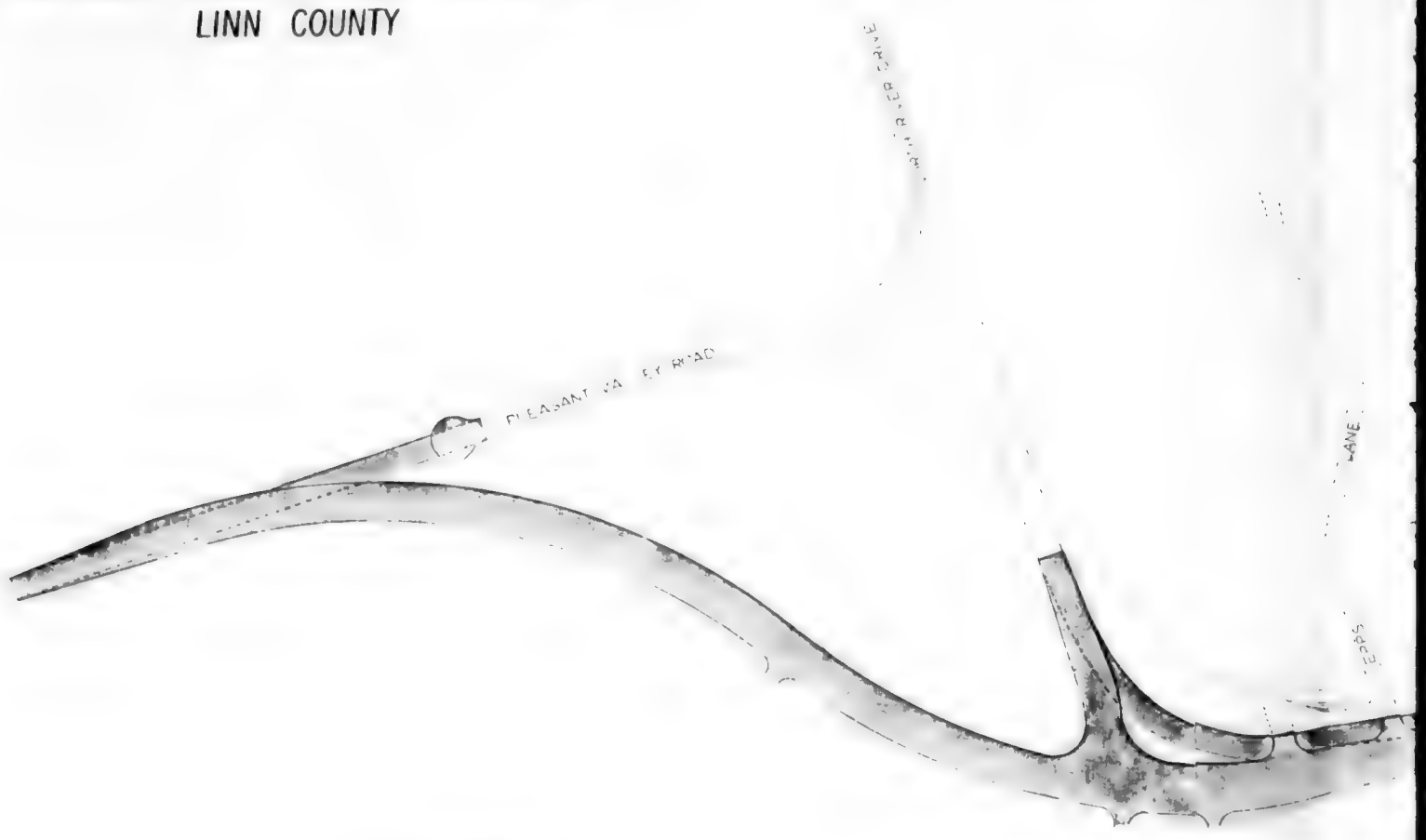
CORRIDOR-DESIGN HEARING MAP

SOUTH SANTIAM RIVER BRIDGE (SWEET HOME)

PLEASANT VALLEY ROAD FAS A 483

LINN COUNTY

ALTERNATE N

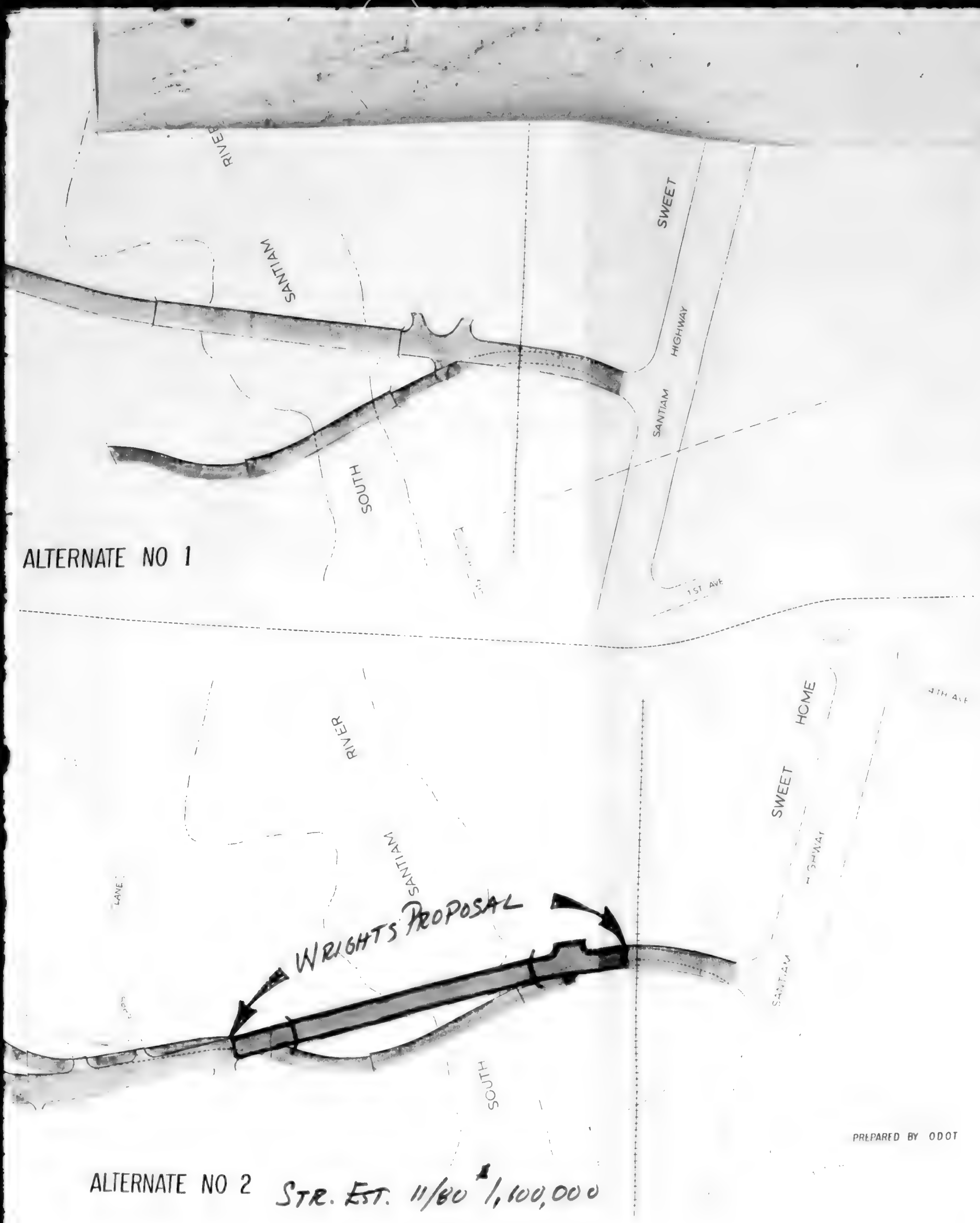


LEGEND

NEW CONSTRUCTION

REMOVE EXISTING ROADWAY

ALTERN



ALTERNATE NO 1

ALTERNATE NO 2

STR. EST. 11/80 1" = 1,000'

PREPARED BY ODOT

DOCUMENT MISSING

NOT FILMED

DOCUMENT NUMBER: 9484 # 2

S. Santiam R. Br.
(Sweet Home)
Alternate # 2

TOTAL TO DATE JOB COST SUMMARY

DESCRIPTION OF JOB OR DEPARTMENT PREFIX FUNCTION GP CURRENT MONTH YEAR TO DATE

	522	1963	901	00	P	1	
	522	1963	901	00	N	1	
	522	1963	905	00	P	1	
	522	1963	914	00	P	1	
	522	1963	910	00	P	1	
	522	1963	921	00	P	1	
	522	1963	922	00	P	1	
			TOT	P1			
			TOT	N1			

** JOB TOTALS **

GUARDRAIL & BRIDGE ENDS CONT NO * FA PROJ NOS POS DESCRIP

	522	1963	901	00	P	1	
	522	1963	905	00	N	9	
	522	1963	910	00	N	9	

** JOB TOTALS **

STATE RIV BR. SWEET HOME CONT NO FA PROJ NOS RS DESCRIP

	522	1955	226-	00	N	9	4,538 91CR	30 121 57CR	
	522	1955	901	00	P	1			
	522	1955	901	00	N	1			
	522	1955	903	00	P	1			
	522	1955	907	00	P	1	2,409 62	4,046 76	
	522	1955	907	00	P	1	5 70	1,721 33	
	522	1955	908	00	P	1	1,892 94	2,[illegible]	
	522	1955	910	00	P	1	195 30	[illegible]	
	522	1955	911	00	P	1	152 56	312 72	
	522	1955	912	00	P	1	83 66	1,6[illegible]	
	522	1955	913	00	N	1		22 33	
	522	1955	914	00	P	1	1,289 24	3,[illegible]	
	522	1955	918	00	P	1			
	522	1955	920	00	P	1		7,091 22	
	522	1955	923	00	P	1			
	522	1955	927	00	P	1		10 14	
	522	1955	[illegible]	00	P	1			
	522	1955	[illegible]	00	P	1			
			TOT	P1			6,541 52	22,4[illegible]	
			TOT	N1					

** JOB TOTALS **

	522	1955	150	00	P	1		500 28CR	
			TOT	P1				500 28CR	
			TOT	N1					

** JOB TOTALS ** 500 28CR** 44,100 21 **

Ph. 927-3219

522-1955.

NEAL D. MICHAEL
Roadmaster

Office Of
LINN COUNTY ENGINEER
3010 Ferry Street, SW
ALBANY, OREGON 97321

WILLIS R. GRAFE, P.E.
County Engineer

January 8, 1981

REGION 2 ENGINEER
RECEIVED
JAN 09 1981
RLE RBE
RE RCE RME RTE ROE
UIE GEO RSO ENV RFE

Mr. Phillip O. Stearns
Region 2 Federal Aid Engineer
2940 East State Street
Salem, Oregon 97310

Re: Right-of-Way Procurement
South Santiam River Bridge
Project; Pleasant Valley Road
FAS-A483, County Road #906

Dear Mr. Stearns:

Pursuant to our previous discussion, this is to confirm our request that optional total taking of the Honeycutt property be a prime consideration of the right-of-way negotiations.

Mr. and Mrs. Honeycutt purchased this property some years ago, prior to the initiation of the current project and intended to construct a retirement home thereon. These plans were changed and we understand they have made other arrangements and no longer anticipate its use as originally intended.

Since the property remaining after our taking may or may not be a buildable lot and the screening of the roadway would be of benefit to the surrounding area, we consider it appropriate at this time to proceed with a total taking.

It would be our recommendation the initial approach to the negotiation be on a total basis. Linn County would, of course, anticipate that the cost of the difference between the values of the necessary right-of-way and the total taking would be their responsibility, to be arrived at at whatever time is appropriate.

Sincerely,

Willis R. Grafe
Linn County Engineer

WRG:bms

cc: W. H. Wakerly
Final Design Section

Form 81-734-3039

OREGON STATE HIGHWAY DIVISION

AUTHORITY FOR SURVEY

Section South Santiam River (Sweet Home) Bridge Date January 5, 1981

Highway Pleasant Valley Rd. FAS A-483 Authorization No. 3

County Linn Survey Prefix 522-1955 (Assigned by Salem office)

Description of termini, route, length, etc.:

The northerly terminus is the intersection of River Road (Co. Road No. 908.) The southerly terminus is the Burlington Northern RR Crossing. The length of the survey is 1000 feet ±.

Purpose of Survey:

Prepare Plans, Specifications and Cost Estimate for grading, paving, and structure.

Estimate of Costs:

Resident Engineer	(901)	$11,240	Adm. Serv. (Eng.)	(922)	100
Citizens Involvement	(902)	500	Environmental	(923)	10,000
Consultant Fees	(904)	760	Foundation Investigation	(926)	2,000
Final Design	(905)	5,000	Training & Seminars	(950)	500
Bridge Design	(927)	10,000	Hearings	(980)	3,000
R/W Descriptions	(909)	1,500			
Soils & Geology	(910)	1,500			
Traffic	(911)	200			
R/W Liaison	(913)	6,000			
Utility Liaison	(914)	400			
Recon. & Hydrology	(918)	4,500			
Project Management	(920)	200			
Specifications	(921)	2,500			

RS 1483(1)
7-25-77
8-21-80
10-16-80

INSTRUCTIONS

Submit four copies to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Regional Engineer and one copy to the Resident Engineer.

This form does not constitute authority for making survey until approved and returned.

Submit separate order for each survey.

RECEIVED
JAN 8 1981
LOCATION SECTION

Total estimated cost of survey	$59,900
Previous authorization	37,000
Additional authorization requested	22,900
Additional authorization approved (Salem)	
Total all authorizations approved (Salem)	

Requests made by:

Field Engineer

Recommended for Approval:

Regional Engineer

Recommended for Approval:

Location Engineer

Approved:

Assistant State Highway Engineer

SP*19760-734

1982 S. Santiam R. (Sweet Home) 9484
Sec. of Pleasant Valley Rd. (Grad.,
Paving and Structure) #1

CdA 6192 8-5-77, 9-9-80

OREGON STATE HIGHWAY DIVISION
Location Section
Surfacing Design Unit

Section: South Santiam River Bridge — Date December 16, 1980

Highway: FAS A483 (Pleasant Valley Road) — Twenty Year Traffic Coefficient 7.5

County: Linn — 18 kip s.a. per day 27.6

Prefix: 522-1955 — R value 10

Res. Engr. K. Oliver — Frost Penetration - - - -

CBE Total Requirement 24.0"

STRUCTURAL SECTION
NEW WORK

ACTUAL THICKNESS	COMPONENT	CREDIT
1.5"	A.C. (Final Stage)	3.0
3.5"	A.C. (Immediate)	7.0
14.0"	A.B.	14.0
19.0"		24.0"

1.0"	Asphaltic Concrete [illegible] Surface & Base	=	2.0" Aggregate Base
1.0"	Cement Treated [illegible]	=	1.8" Aggregate Base
1.0"	Plant Mix Bituminous Base	=	1.8" Aggregate Base
1.0"	Emulsion Treated [illegible]	=	1.8" Aggregate Base
1.0"	Oil Mat	=	1.8" Aggregate Base
1.0"	Soil Cement (Select Borrow Material)	=	1.5" Aggregate Base
1.0"	Lime or Cement [illegible]		1.0" Aggregate Base
1.0"	Aggregate Subbase	=	0.8" Aggregate Base

All [illegible] Standard Specifications and Special Provisions.

F.H.W.A.
Location Engineer
Construction Engineer
Materials
Region Engineer
Resident Engineer
Specifications Engineer
Final Design Engineer
Regional Geologist
D. E. Swan

SECTION: South Santiam River Bridge

HIGHWAY: FAS A483 (Pleasant Valley Road)

COUNTY: Linn

"OTHER ROADS"

Traffic Coefficient	*A.C. Wearing Surface*	*Aggregate Base*	*Aggregate Base*	*"CBE" Total Requirement*	*Actual Thickness*
Epps Lane Cars only	2.0"	-	9.0"	13.0"	11.0"

LINN COUNTY ROAD DEPARTMENT
3010 Ferry Street, SW
Albany, Oregon 97321
Phone 967-3919

NEAL D. MICHAEL
Roadmaster

WILLIS R. GRAFE, P.E.
County Engineer

REGION 2 ENGINEER
RECEIVED
DEC 5 1980
RLE RCE
RE RCE RME RTE ROE
ULE GEO NSO ENV RFE

December 1, 1980

Mr. Phillip O. Stearns
Region Federal Aid Engineer
Oregon State Highway Division
2960 East State Street
Salem, Oregon 97310

Re: South Santiam River Bridge
Pleasant Valley Road
County Road #906

Dear Mr. Stearns:

We have reviewed the preliminary plans and estimate for the South Santiam River Bridge as transmitted by your November 13th letter.

We appreciate your efforts regarding the design of the left turn refuge between approximate Engineer's Sta. $L_2$4+50 and $L_3$13+32, and feel the design as conceived would function very well to minimize congestion. However, in view of the right-of-way impact on the Spurgeon property plus the new taking from Carpenter and Waldrop, we hereby request you eliminate this aspect of the project and return to the original mainline design as provided for the public hearing.

We would like to retain the improved design for the access to Epps Lane, even though it will cause an added taking of right-of-way. The improved operation of the intersection is considered to justify the increased cost and inconvenience.

The current cost estimate, although of concern, is not such as to pose a threat to the project, and we request you to work toward putting it to contract at the earliest possible date.

Sincerely,

Willis R. Grafe
Linn County Engineer

WRG:bms

cc: Frank Terpin
Location Engineer

SOUTH SANTIAM RIVER (SWEET HOME) BRIDGE
PLEASANT VALLEY ROAD
LINN COUNTY, OREGON

Oregon Project RS-A483(1)

FINDING OF NO SIGNIFICANT IMPACT

U.S. DEPARTMENT OF TRANSPORTATION

Federal Highway Administration
and
Oregon Department of Transportation

10-7-80
Date

J. H. Wentz for
Assistant State Highway Engineer

10-16-80
Date

E. J. Valach
Federal Highway Administration Official

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
The Equitable Center, Suite 100
530 Center NE. - Salem OR 97301

October 16, 1980
IN REPLY REFER TO
HPD.2-OR RS-A483(1)

FINDING OF NO SIGNIFICANT IMPACT

for

SOUTH SANTIAM RIVER (SWEET HOME) BRIDGE
Pleasant Valley Road
Linn County

This project has been thoroughly reviewed by the Federal Highway Administration and it has been determined, by the undersigned, that this project will have no significant effect on the human environment.

This finding of no significant impact is based on the attached applicant prepared environmental assessment which has been independently evaluated by the Federal Highway Administration and determined to adequately and accurately discuss the environmental issues and impacts of the proposed project and provides sufficient evidence and analysis for determining that an environmental impact statement is not required. The Federal Highway Administration takes full responsibility for the accuracy, scope, and content of the attached environmental assessment.

E. J. Valach
Program Development Engineer, Oregon Division
Salem, Oregon

Attachment

FINDING OF NO SIGNIFICANT IMPACT

SOUTH SANTIAM RIVER (SWEET HOME) BRIDGE
PLEASANT VALLEY ROAD
LINN COUNTY, OREGON

OREGON DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

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Description of the Proposed Action

The proposed action is to improve highway safety and capacity by replacing a functionally obsolete bridge and realigning and widening the Pleasant Valley Road (FAS-A483) from just northerly of the North River Drive intersection, to its intersection with the Santiam Highway at Mile Point 26.78.

Need for the Project

Average daily traffic for 1978 was 3,000 vehicles. Traffic on this bridge consists of small and large trucks, recreational vehicles, and commuter traffic. Projected traffic for the year 2000 is for 4,500 vehicles. Increased traffic is attributed to continued residential development and an expanding timber industry.

The existing facility within the project limits is a substandard alignment having four short radius curves northerly of the river crossing, and a fifth lving between the southerly end of the bridge and the intersection with the Santiam Highway (US 20). The roadway in this area generally has 22 feet of surfaced width, and has narrow gravel shoulders. Access is not restricted, and the highway serves both residential and commercial development adjacent to the highway section. The existing bridge provides 23.6 feet of horizontal clearance.

A river crossing in this area is vital to the county road system, serving the northerly side of the South Santiam River between the bridge at the Foster Reservoir Dam and the next river crossing approximately 10 miles downstream. Pleasant Valley Road is an important link in the network of roads providing access to central Linn County.

Project History

The existing bridge was initally constructed in 1945 and was damaged in the 1964 flood. It was scheduled for replacement in 1969, but was withdrawn from the construction schedule, with major repairs performed instead. Since that time continued deterioration, increasing traffic, and excessive maintenance costs have rendered the bridge operationally obsolete.

The proposed action is a Federal-Aid secondary road project and has been approved by the Oregon Transportation Commission and included in the Six-Year Improvement Program adopted February 22, 1978.

Project Purpose

The purpose of the project is to replace the narrow, deteriorated bridge on substandard alignment with a wider, modern structure on an improved alignment. The new structure would have a higher load capacity and reduce the excessive maintenance costs associated with increased traffic, deterioration, and obsolescence of the existing structure.

Project Alternatives

In the initial planning stages a broad view was taken in order to determine the best functional river crossing for optimum service to the connecting county road system and for the existing and proposed land use plans for the north bank area; a number of alternatives were studied. Alternatives varied from constructing a new bridge at the existing location, to extending 18th Street across the river and connecting to North River Drive (County Road 908) approximately 3/4 of a mile east of the present crossing.

Two alternatives emerged from this study as being feasible for construction (see Figure 1). These are described below. After evaluating public testominy received during the public hearing and other testimony received in writing, Alternative 1 has been selected.

Alternative 1 would require approximately 1,800 feet of highway construction, including a 400 foot structure crossing the South Santiam River. Starting at a point approximately 340 feet northerly of the North River Drive intersection with Pleasant Velley Road (M.P. 0.40), this proposal would extend in a south-westerly direction, crossing the river approximately 150 feet upstream (easterly) from the existing bridge, rejoining the existing roadway near the Burlington Northern Railroad grade crossing. This alignment is slightly curvilinear to minimize the impacts of required right-of-way.

Alternative 1 (selected) would sever the existing Epps Lane which connects with Pleasant Valley Road (see Figure 1). To restore access for residences located east of the project and south of North River Drive, an access road would be constructed parallel to the project, commencing at the southeast quadrant of the intersection of Alternative 1 with North River Drive and running to the south approximately 280 feet into the residential area (see Figure 4).

The need for a traffic signal at Highway 20 will be investigated during final plan preparation. The connection of Epps Lane to North River Drive will be further studied to insure the best possible conditions for traffic operations, within anticipated right-of-way boundaries, including purchase of the entire Stratten property. Visual screening on the westerly side of Pleasant Valley Road, just south of North River Drive, will be considered to help block the view of traffic from a private dwelling. A left turn refuge at the intersection with North River Drive will also be considered. Prior to project completion, Linn County will improve sight distance north of Pleasant Valley Road by reducing the crest in the road adjacent to the northerly end of the proposed project.

Alternative 2 would have required approximately 2,280 feet of highway construction including 400 feet of structure crossing the South Santiam River. Starting at a point approximately 750 feet northerly of the North River Drive intersection with Pleasant Valley Road (M.P. 0.48), this proposal would have extended in a more westerly direction for approximately 1,000 feet. Then, swinging to the south, it would have generally paralleled the existing road, crossing the river immediately upstream from the present bridge to join Highway 20 (Santiam Highway) at the present intersection.

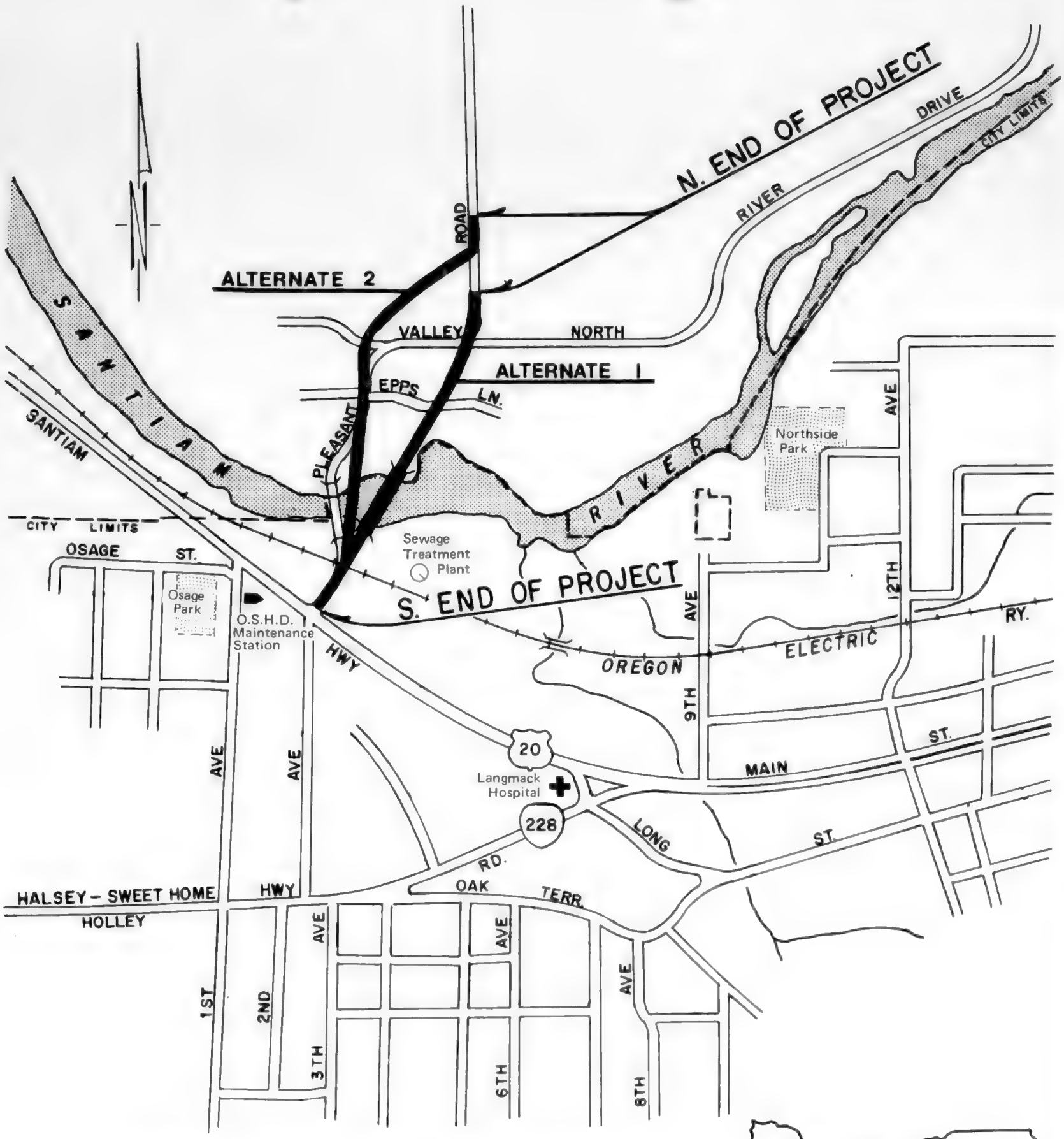


FIGURE 1

CORRIDOR ALTERNATES AND PROJECT VICINITY MAP

OREGON DEPARTMENT OF TRANSPORTATION

SOUTH SANTIAM RIVER BRIDGE (SWEET HOME)

PLEASANT VALLEY ROAD

LINN COUNTY

Typical sections of both alternatives would be considerably wider than the existing roadway (see Figure 2). There would be two 12 foot travel lanes and two 6 foot shoulders for both alternatives from the southern terminus of the project to the intersection of Pleasant Valley Road and North River Drive. For the portion of the project on Pleasant Valley Road, there would be two 11 foot travel lanes and two 3 foot shoulders for both alternatives. The access road at Epps Lane for Alternative 1 would have two 11 foot travel lanes.

Basis for Selection

The decision to select Alternative 1 was based on the following factors: traffic service to the community, safety to the road user, right-of-way costs and impact, and project cost; factors concerning traffic service, safety and right-of-way were most important.

In regards to traffic service, Alternative 1 provides a slightly more direct routing with less horizontal curvature; the actual distance was not calculated because the difference between the build alternatives is slight. Traffic safety was considered from the standpoints of flow, turning conflicts and road access from abutting property. In the case of Alternative 1, the traffic flow would be relatively uninterrupted, with a uniform design speed (40-45 mph) throughout and without private access points carrying more than residential traffic. The concentration of traffic from White's Electronics would be accommodated on a county dead end road at the plant, without a conflict with through traffic. This traffic would then enter Pleasant Valley road at a street intersection. The other potential concentration of traffic (Epps Lane) would be brought to an intersection with North River Drive, a relatively low volume road, and from there enter Pleasant Valley Road. These situations for handling traffic are improvements over present conditions, and should serve the public well and safely.

In contrast, routing the entire flow of traffic on essentially the same alignment as present, as proposed with Alternative 2, would eventually result in increasingly severe congestion at White's Electronics from the projected trips to the plant and poor sight distance for traffic to and from North River Drive. In addition, no relief would be afforded for traffic from Epps Lane, which would still be approaching the road from a steep upgrade with poor sight distance.

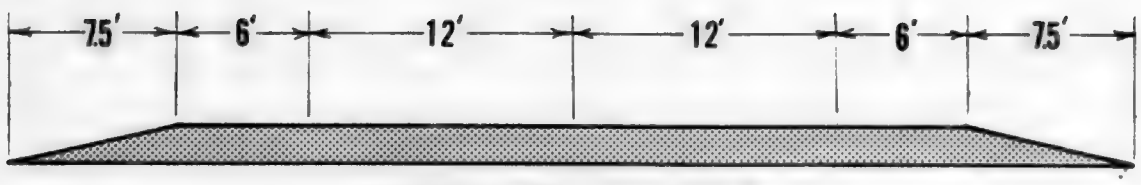
In regards to right-of-way requirements, Alternative 1 would affect fewer parcels, dwellings, persons and businesses. In addition, it is estimated that right-of-way costs for Alternative 1 would be approximately $75,000 less than Alternative 2. These differences are considered significant given the localized nature of this project.

Project cost, while considered in the decision of advance Alternative 1 instead of Alternatives 2 or 3, was not a significant factor. The cost difference between Alternatives 1 and 2 is only $15,000, or about one percent. Alternative 3 is rejected because it would not have improved existing safety; for this reason, cost estimates for maintaining the bridge were not made.

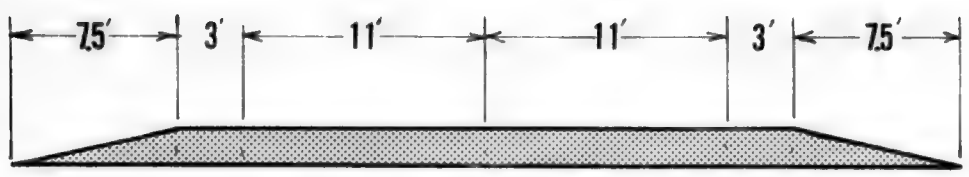
The option of limiting construction to the bridge only, which was endorsed by 510 individuals in a signed petition, is also rejected. Limiting

FIGURE 2

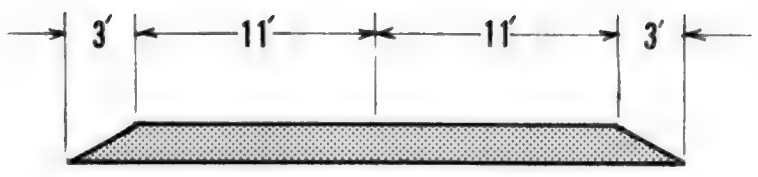
TYPICAL SECTIONS



ALTERNATES 1 AND 2



PLEASANT VALLEY ROAD



ACCESS ROAD

construction to the bridge and not improving the approaches would not correct excessive road curvature and, consequently, traffic safety would be compromised. It is felt that the reduced right-of-way impact of this option is outweighed by traffic safety considerations.

Public Involvement

In addition to personal contacts with a number of property owners that would potentially be impacted by the proposal, a public meeting was held on June 26, 1976, in the Sweet Home High School auditorium. The meeting was advertised in the local paper and letters were mailed to property owners who would be affected by the alignments that were proposed at that time.

Public Hearing Summation

A public hearing on the South Santiam River (Sweet Home) bridge was held at the Sweet Home High School auditorium on July 31, 1980, at 8:00 p.m.

A large amount of testimony was presented for both build alternatives, and a number of written documents were submitted to the Board of County Commissioners within the ten day period following the hearing. A petition was submitted containing 510 signatures and requesting the construction be limited to only the bridge and not disturbing any people. Approximately 90% of the signatures were of local residents. Major comments from the hearing are responded to in Appendix B.

No testimony was received from the City of Sweet Home, East Linn Chamber of Commerce, School District, or any other organization. Prior to the hearing, the Chamber of Commerce did submit a letter to the Linn County Road Department supporting construction of a bridge, and in June, 1969, prior to the initial public meeting, the City of Sweet Home did likewise.

Impacts ot the Natural Environment

Geology

Existing Setting

The South Santiam River in the immediate vicinity of the proposed project flows through a well defined channel whose floor and steep sides are pimarily basalt bedrock. Vegetation, except for small rock plants, is virtually non-existant below the flood water elevation along the channel.

The south river bank in the project area is an almost vertical basalt wall extending from the upper terrace of the valley floor to the river bottom. The river at the existing bridge site is confined to a narrow channel through the basalt bedrock that underlies the valley floor in this area. The river top of the bank is at 532 feet (MSL). The canyon at the bridge site is roughly 72 feet deep.

Unconsolidated gravel, sand, and silt overlie the basalt throughout the project area. The depth of this alluvial material varies from shallow to considerable, depending upon the terrain. There are no apparent geological hazards within the construction area.

Environmental Impacts

The long term geological impacts of this project are minimal. The basalt bedrock will provide a stable base for bridge piers with either alternative. Alternative 1 would likely require two piers in the river and one on the river bank while Alternative 2 would require only one pier in the river.

Excavation for piers would be to a depth of about 5 feet into the basalt. The piers will be resting on a stable formation and impacts to the geological formations of the riverbed are not significant.

Alternative 1 would require approximately 28,000 cubic yards of fill material for embankment from commercial sources, because little excavation would be required with this alternative. Alternative 2 would require an equal volume of excavation, but no borrow sources would be required with this alternative. Alternative 2 is preferable in this respect.

Proposed Mitigation

The alignment for Alternative 2 could be pulled closer to the existing bridge span. By doing so, a clear span could be achieved with no piers placed in the river. This would eliminate any impacts to the fisheries resources.

Aquatic Habitat

Existing Setting

The South Santiam River is considered to be a valuable fishery and recreational resource. All uses listed in the Department of Environmental Quality Oregon Administrative Rules are protected in the Santiam River except for commercial navigation and transportation.

Stream flow in the South Santiam River is controlled by the Foster Dam and Reservoir approximately five miles upstream from the project, and by the Green Peter Dam and Reservoir located on the Middle Fork of the South Santiam above the Foster Reservoir.

In the bridge vicinity, summer steelhead are the main fish, running in the stream from May through September. Other salmonid runs include winter steelhead and spring chinook salmon with runs in May and June.

Because the river flows through a well-defined, basalt channel at the bridge, there are no spawning grounds affected by bridge construction. Most spawning occurs upstream near Foster Dam.

Sport fishermen use the project area for their recreation. There is a boatramp about 100 yards upstream of the bridge. People often put boats in at Foster Dam and float down to this ramp. People also bankfish downstream of the bridge.

The following water quality standards apply to the South Santiam River:

1. Dissolved oxygen: not less than 90% of saturation at seasonal low or less than 95% of saturation in spawning areas during spawning, incubation, hatching, and fry stages of salmonid fish.

2. Temperature: no measurable increases shall be allowed when stream temperatures are 50° F or greater.

3. Turbidity: No more than 10 percent cumulative increase in natural stream turbidities shall be allowed except for certain specifically limited duration activities.

4. pH: 6.5 to 8.5

5. Organisms of the coliform group: average concentrations shall not exceed 240 per 100 ml., except during periods of high runoff.

Water quality in this stretch of the South Santiam River is generally good. A sewage treatment plant discharges into the river near the bridge, but does not seriously impair water quality.

Environmental Impacts

Impacts of this proposal to aquatic habitat and fisheries resources would be limited to water quality impacts during the construction period and removal of vegetation within the construction limits. Construction would result in some disruption of local aquatic habitat regardless of the site selected. A small portion of the river bottom would be excavated for bridge piers. Banks would be cleared and grubbed to accommodate bridge approaches. Turbidity downstream of the crossing site would result during construction operations; eventually the suspended materials would settle and cover the bottom.

Regardless of the alternative selected, the turbidity generated would not be severe, especially when compared to other sources, since the stream channel is composed of basalt. Long term water quality impacts would be nil.

No fish spawning bars are in the area, and none would be destroyed, but it is inevitable that some fish rearing habitat would be disrupted. The aquatic habitat most likely to be affected is the riparian (streamside) vegetation community, which supplies insects and organic materials to the river. However, the habitat disrupted would be small in area and ample suitable habitat is available in adjacent areas. The effects of turbidity from construction on fish habitat would be short in duration and small in magnitude.

The project will not affect either the boat ramp or downstream bank fishing discussed in the existing setting.

Water quality impacts would be similar with Alternative 1 or 2, although Alternative 1 would require an additional in-river pier. In addition, Alternative 1 would require 28,000 cubic yards of fill, some of it in the river, for construction of the northerly bridge approach.

Turbidity associated with the fill would be minimized by using clean rock below water level and protecting the rest of the fill below the flood stage elevation with a filter blanket and riprap.

Fill with Alternative 2 would be approximately one half the volume of fill with Alternative 1, and it would not reach the low water channel of the river. Portions of the fill below flood stage would be treated as discussed for Alternative 1.

The floodplain effects of this project do not constitute a longitudinal or significant encroachment of the floodplain. The project is in compliance, therefore, with Executive Order 11988 and does not require a floodplain finding.

The old bridge will be removed completely to ground line or stream bed. Removal will be performed in accordance with applicable rules, standards, and specifications. Disposal of the structure will be responsibility of the contractor.

Proposed Mitigation

Since the primary effects of the project will be temporary sedimentation of the river during construction, the following mitigation is proposed:

1. All turbid water will be kept out of the river.

2. All petroleum products and concrete residue shall be kept out of the river.

3. In-stream work will be conducted from July 1 to September 1, to prevent damage to anadromous fish runs.

4. No diversion of the streambed will be allowed.

5. Bridge supports will be placed to preclude debris build-ups which might block passage of fish.

Wildlife

Existing Setting

Below the flood water elevation in the channel, except for small rock plants, vegetation is almost absent. Above that elevation riparian growth of red alder, black cottonwood, and bigleaf maple form an overstory in the area lying between the flood plain elevation and the upper terrace of the northerly valley floor. Wild blackberries and hazelnut are the primary species of the midstory overlaying sparse understory of shade tolerant plants such as swordfern, grass, and weeds.

The natural vegetation of the upper terrace, about 72 feet above the river channel, has been almost completely modified by farming and in recent years by small acreage residential development. Residential development has also extended into areas of riparian growth along the river bank.

Wildlife habitat along the northerly river bank is varied but is interrupted to some extent by residential development. The southerly valley floor has been modified by the development of the residential and business community of the city of Sweet Home. Wildlife species are confined to those that have adapted to the developing residential-commercial area.

A preliminary survey of the project area indicated that no listed or proposed endangered or threatened species are present. A request was made for a species list from the U.S. Fish and Wildlife Survey, who confirmed that no endangered or threatened species are present.

Environmental Impacts

A small amount of riparian (streamside) vegetation would be removed by clearing and grubbing operations for the new bridge piers. This would include the riparian growth of red alder, black cottonwood, and bigleaf maple in the area between flood plain elevation and the upper terrace of the northerly valley floor. The removal of this vegetation would eliminate the habitat of those species dependent upon it for survival. The larger volume of fill associated with Alternative 1 would remove more of this habitat than would the fill of Alternative 2. Overall, there are no significant differences between Alternatives 1 and 2 for wildlife, however.

Due to the channel characteristics in the vicinity of the proposed crossing, no wetlands impacts would result from the proposed project.

The new alignments of both Alternatives 1 and 2 would cut through habitat areas typical of small acreage residential development, i.e. lawns, gardens, and the like. Wildlife species affected would be those that have adapted to a rural residential environment.

The no-build alternative would have no impacts to wildlife.

Energy Resources

Since the project is not anticipated to alter projected traffic volumes or patterns in any way, it is expected that there will be no significant difference among Alternatives 1 and 2 and the no-build alternative. Consequently, no analysis of energy consumption was undertaken.

Cultural Environment

Social Environment

Existing Setting

Sweet Home is a rural town of approximately 6,625 people on the South Santiam River. The city limits extend from just west of the project area to approximately 0.5 mile east of Foster Dam. The central business district and population center lies along the southerly side of the river channel. Both the Burlington Northern Railroad and the Santiam Highway extend through the central section of town in an east-west direction generally paralleling the river channel. A growing rural residential area is developing along the northerly river bank following the existing county roads.

Several public facilities are located in the project vicinity to the south of the river and within the city limits. The city sewage treatment plant is locted on the south bank of the river, about 500 feet southeast of the existing bridge. The public land east of the bridge on the south riverbank is associated with the sewage treatment plant. The Oregon State Highway Division Maintenance Station is located at the southwest corner of the project terminus with the Santiam Highway. Langmack Hospital is located one quarter mile southeast of the project terminus on Highway 20 (see Figure 1).

There are no schools in the project vicinity. All are located one or more miles from the project.

Osage Park is a small city park located about 500 feet to the west of the southern terminus of the project. Northside Park is located about one half mile to the east. There is a boat ramp located about 100 yards to the east (upstream) of the existing bridge, with an access road from the east of the roadway just before the bridge.

The several homes on the north bank of the river to the east of the existing alignment are newer ranch homes in good condition, with view lots of the river. This small area can be characterized as a very desirable neighborhood.

North of the section of Pleasant Valley Road running east to west are several homes, some of which are older and not in good condition. Homes on the section running north to south are well kept residences.

Environmental Impacts

Replacement of the existing bridge with either of the proposed alternatives will have little or no effect on the overall social environment of the Sweet Home area, since the project will not change existing traffic patterns or volumes, and both proposed alignments are in proximity to the existing alignment.

None of the public facilities discussed in the existing setting will be affected by either project alternative in any way. There is no project involvement with parks, schools, or emergency services.

The boat ramp and access will not be affected by either build alternative. The small amount of public land taken by the bridge approach (.2 acre by Alternative 1, .15 acre by Alternative 2) is part of the sewage treatment plant property and is fenced off so that public access is not available.

Construction of the fill for the northerly bridge approach of Alternative 1 would have an adverse visual impact on the three single-family home sites and one undeveloped property on the north bank of the river, partially blocking the view of the river and potentially detracting from the value of the properties as view lots. Removal of vegetation within the construction area and the construction of a new bridge and approaches would change the esthetics of the existing land form. The impacts to local esthetics can only be partially mitigated by landscaping cut and fill slopes and design features.

Alternative 2 would bisect the lots of the residential area north of Pleasant Valley road and remove three of the homes. The three remaining homes would be in an esthetically less pleasing setting than the existing setting. The toe of a fill slope would be within 15 to 20 feet from the back of one house and about the same distance from the front of another. Two of the losts would be bisected. The remaining homes would be located on a triangular area bounded by the old roadway and the new.

Land Use

Existing Setting

The City of Sweet Home is developing a comprehensive land use plan for the area of Sweet Home south of the river within the city limits. North of the river, this plan is being developed by Linn County in coordination with the City of Sweet Home.

Figure 3 shows the proposed land use resulting from this planning effort. These plans have not be finalized and are subject to change.

The land uses developed for the comprehensive plan reflect the existing uses in this area. Residential uses are located to the southwest of the Santiam Highway, and to the east of the existing bridge on the south bank of the river. Highway commercial uses are located along the Santiam Highway in the project vicinity. Publicly owned land is located on the south bank of the river to the east of the existing bridge.

On the north bank of the river, land to the west of the existing bridge is developed in light industrial uses. The remainder of the area north of the bridge is designated as rural residential. The river forms the northern limit of the Sweet Home urban growth boundary; development on the north side of the river is restricted by existing zoning requirements.

Present zoning north of the river is for agriculture with a minimum of five acres in a parcel. Smaller parcels of land were platted before the area was zoned. These smaller parcels can be developed as home sites under the present zoning restrictions, providing the land meets the criteria for septic tanks, as water and sewer services are not and will not be provided. Zoning will be changed to one residence per acre and this will be under county jurisdiction.

This roadway is listed as an arterial in the upcoming Sweet Home Comprehensive Plan. Replacement of the bridge with a modern structure is consistent with this definition.

Environmental Impacts

Because the project will replace an existing bridge in kind, it will not have an effect on the overall land use patterns in the Sweet Home area.

Alternative 2 could exert pressure for localized land use changes. The possibility of highway commercial development occuring in the new triangle formed with Pleasant Valley Road is greater than at present because of the severance of existing residential lots and their decreased desirability.

Alternative 1 and the no-build alternative are unlikely to exert pressure for land use changes in the project vicinity.

Right-of-Way and Relocation Impacts

Alternative 1 is approximately 1,800 feet long. It is on primarily new alignment, crossing the river on a slight skew a short distance upstream

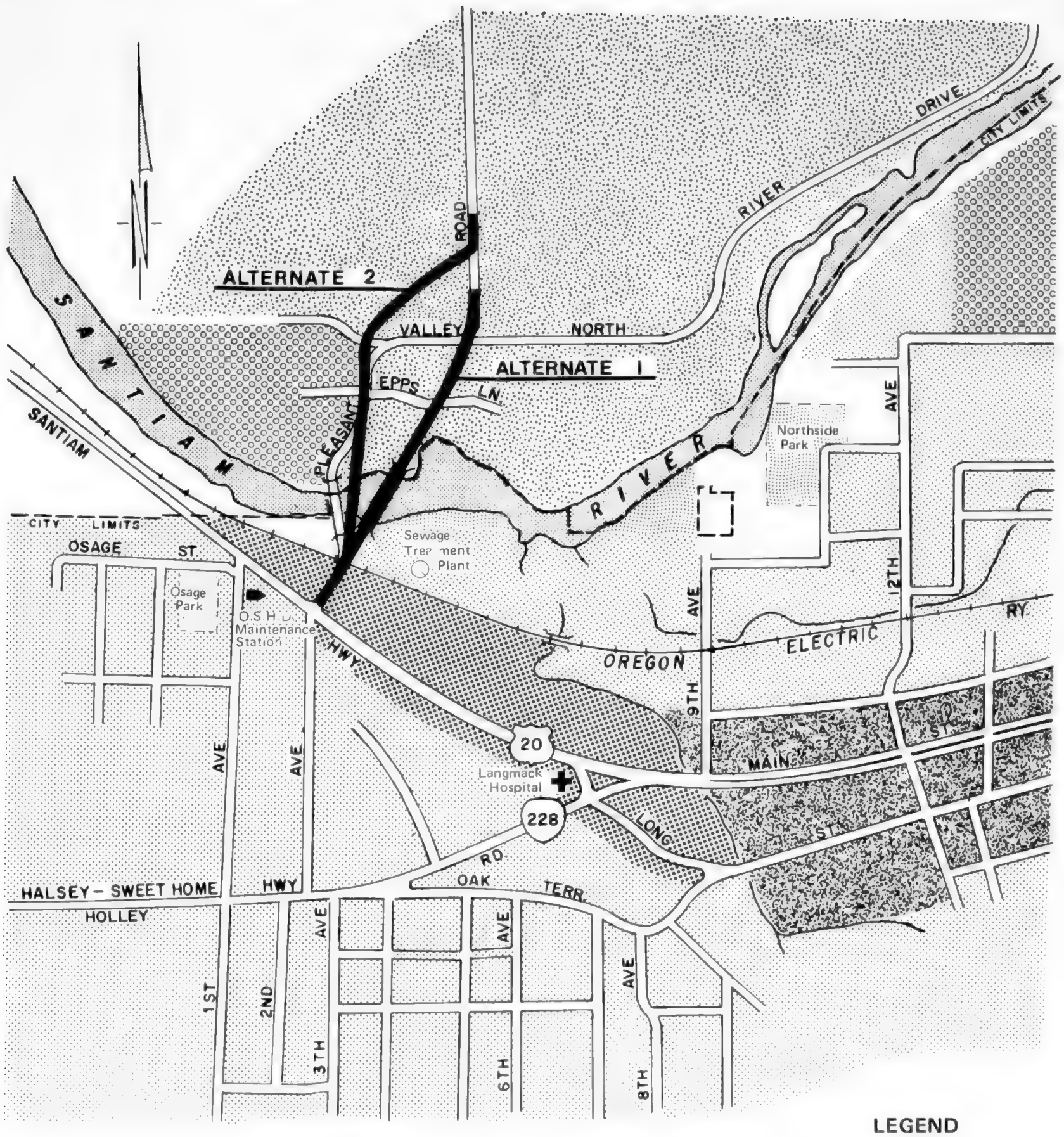


FIGURE 3

COMPREHENSIVE LAND USE PROJECT VICINITY

OREGON DEPARTMENT OF TRANSPORTATION

SOUTH SANTIAM RIVER BRIDGE (SWEET HOME)

PLEASANT VALLEY ROAD

LINN COUNTY

LEGEND

- RURAL RESIDENTIAL
- RESIDENTIAL
- CENTRAL COMMERCIAL
- HIGHWAY COMMERCIAL
- INDUSTRIAL
- PARK AND OPEN SPACE

from the present bridge. The new facility would extend through a low density residential area lying between the north river bank and the intersection of North River Drive with Pleasant Valley Road.

Right-of-way would require land from nine parcels: six developed and one undeveloped home site, one commercial site, and approximately 0.2 acre of city property lying along the river bank (see Figure 4). One single-family home on 1.23 acres of land would be removed, displacing one person, the owner. From .01 to 0.1 acre of land would be taken from other home sites. The front yards at two home sites, the back yards at two home sites, and the side yard of one home site would be reduced. Approximately 1.5 acres of land would be required from a 2.77 acre undeveloped home site reducing its desirability as a view lot. A commercial property which fronts both highways at the northwest quadrant of the Pleasant Valley Road-Santiam Highway intersection would have the Pleasant Valley Road frontage reduced by approximately 0.02 acres. Lawn and parking area would be displaced. Access to this property would not be changed significantly and the remaining parking area could be enlarged onto remaining land with no business loss.

Alternative 2 is approximately 2,280 feet long. Approximately 2.76 acres of new right-of-way would be required for this alignment. Twelve parcels of land would be required, including developed and undeveloped home sites, commercial-industrial property and property owned by the City of Sweet Home (see Figure 5). The largest right-of-way requirement from one ownership would be 0.64 acre from 2 adjoining parcels of land.

These two parcels of land, and an adjoining parcel under separate ownership, would be bisected by the right-of-way, leaving small remainders separated from contiguous ownership. These remainders would be too small for development as separate units. A major portion of a third homesite would also be required, leaving a remainder too small to develop.

Three single-family homes and their occupants would be displaced by the proposed right-of-way. Of the three residences, two are owner occupied and one is occupied by a tenant. One of these families could be relocated on remaining land either by moving their present house or rebuilding. Two other single-family homes would be impacted by the proximity of the highway to the houses. The toe of a fill slope would come within 15 to 20 feet from the back of one and about the same distance from the front of another.

A light industrial-commercial business fronting on the existing highway just north of the bridge would be affected by the loss of parking area and landscaping in front of their sales office and manufacturing plant. Approximately 20 feet of the easterly end of the manufacturing plant would also be displaced. The driveway and customer parking area may have to be relocated, which may require some modification of the building.

Approximately 0.57 acre would be required from a 2.77 acre undeveloped home site. The value of the remaining land as a developable home site would not be significantly reduced as only one house can be constructed on the property under the present zoning restrictions. The river view would still be a valuable resource.

FIGURE 4
RIGHT OF WAY IMPACTS
ALTERNATIVE 1
BUILDINGS REMOVED BY PROJECT

SANTIAM
RIVER
RIGHT OF
IMPACTS
ALTERNATIVE 2
BY PROJ

On the south bank of the river, two properties would be affected by right-of-way requirements; 0.09 acre of City of Sweet Home property fronting on the river would be taken. Alternative 2 would have the same impacts to commercial property as Alternative 1.

Replacement housing is available in the Sweet Home area. No minorities are affected by the proposed project, and no business relocations are anticipated.

Economics

Existing Setting

The City of Sweet Home is largely dependent upon the timber and lumber industry for its economic stability. However, a light industrial-commercial development contributes substantially to the local economy. Local farms and cattle ranches are also economic resources in the area.

Environmental Impacts

As a replacement in kind, the bridge would have no effect on the economic conditions in the Sweet Home area.

However, in the long run, maintenance costs on the new structure would be substantially lower than on the existing structure. If Alternative 2 is chosen and the alignment is moved closer to the existing structure, maintenance costs would be lower still, as there would be no piers in the river.

There should be fewer accidents with the project built, since the substandard curves would be eliminated and the new structure would be wider than the existing. This would result in lowered personal expenses for injuries and property damage.

There is little difference in total cost between Alternative 1 and Alternative 2. The following is the estimated construction cost of the project for each alternative (in 1979 dollars):

Alternative 1:	$1,200,000
Alternative 2:	$1,140,000

Traffic

Existing Setting

Table 1 shows the existing and projected traffic volumes for 3 sections of roadway within the project termini for the existing roadway (no-build), and Alternatives 1 and 2. Existing traffic volumes are 3,100; 800; and 1,762 vehicles per day on the three sections for all alternatives. Projected volumes are 5,250; 1,380; and 3,000 vehicles per day on the three sections for the year 2000.

TABLE 1

AVERAGE DAILY TRAFFIC
(vehicles/day)

	1980	2000
Santiam Highway to North River Road	3100*	5250
North River Road East of P.V. Road	800	1380
P.V. Road North of North River Road	1762	3000

*ADT data is the same for all alternatives.

Recorded accident data indicated that the following accidents occurred between the project termini from January 1974 through August 1979:

Collision:	11, including 3 head-on
Property Damage:	5
Person injured:	10

It is reasonable to suppose that some of these accidents were related to the sharp curves at the north end of the project, and the narrow roadway and bridge structure.

Environmental Impacts

The project will not affect traffic patterns or volumes. However, both Alternatives 1 and 2 would alter localized access patterns somewhat because of the alignment shifts.

Epps Lane, a public and privately owned road provides access to 12 properties along the north bank of the river. Construction of Alternative 1 would sever this land and would require the construction of a new access road to seven properties lying east of the proposed alignment. The proposed access would be just easterly of the intersection of North River Drive and Pleasant Valley Road. Some additional right-of-way may be required for this access modification. The driveway and customer parking area of the light industrial-commercial business fronting the existing highway would need to be relocated with Alternative 2.

Upon completion of the proposal, the existing bridge would be removed and the existing road closed 200 feet to the north. All through traffic on the segment west and south of the intersection of North River Drive and Pleasant Valley Road would be removed. All access to the business and residential property along this deadend segment would be from the east. Need for channelization of the intersection would be studied, and, if traffic warranted, would

be incorporated into the project. Any roadway no longer used by traffic would be obliterated and either vacated or retained in public ownership as a public access to the river.

Noise

Methodology

This analysis was conducted in conformance with FHPM 7-7-3, "Procedures for Abatement of Highway Traffic Noise and Construction Noise", a set of guidelines developed the Federal Highway Administration (FHWA) to aid in evaluating noise impacts to a community. The directive contains federal design noise levels which refer to the upper limit of acceptable traffic noise levels for various activities and land uses. The degree of impact of traffic noise on human activities is determined by comparing predicted noise levels to the federal design noise levels. Table 2 shows the various activity categories and their respective federal design noise levels.

This project was assessed for noise impacts by comparing predicted interior noise levels at receptors adjacent to the project to the interior federal design noise levels specified for FHWA Activity Category E. A noise reduction factor of 10 dBA between exterior and interior noise levels was used for wood frame buildings on the project. The windows are assumed to be open when using the 10 dBA reduction. The noise description used on this project is the L_{eq}, which is the average hourly sound level. A predicted noise level of L_{eq} 62 dBA or above at the exterior of a structure would exceed federal interior design noise levels and constitute an adverse impact.

Another criteria used to determine the degree of traffic noise impact on human activities is the significant increase criteria. An increase of 10 dBA over existing noise levels is an adverse impact. In order to analyze the project for significant increase, an existing noise measurement was taken at the residence predicted to be affected the most by the proposed realignment. Traffic projections were used to predict future noise levels at the measurement site as a result of the new roadway. The two noise levels were then compared to determine whether or not a significant increase in noise levels would occur.

Traffic

Traffic data was provided by Linn County. Automotive volumes during the peak traffic hour were used with truck volumes during the peak truck hour to simulate a "worst cause" noise condition.

Existing Noise Levels

Existing noise levels were measured at two locations on the proposed project in March, 1980. The approximate location of the measurement sites are shown in Figure 6.

The first noise measurement was taken in the parking lot of the Mount Calvary Missionary Baptist Church, located adjacent to Pleasant Valley Road near the north end of the project. The measured noise level, L_{eq} 58 dBA, was higher than expected for the amount of traffic, because the pavement surface

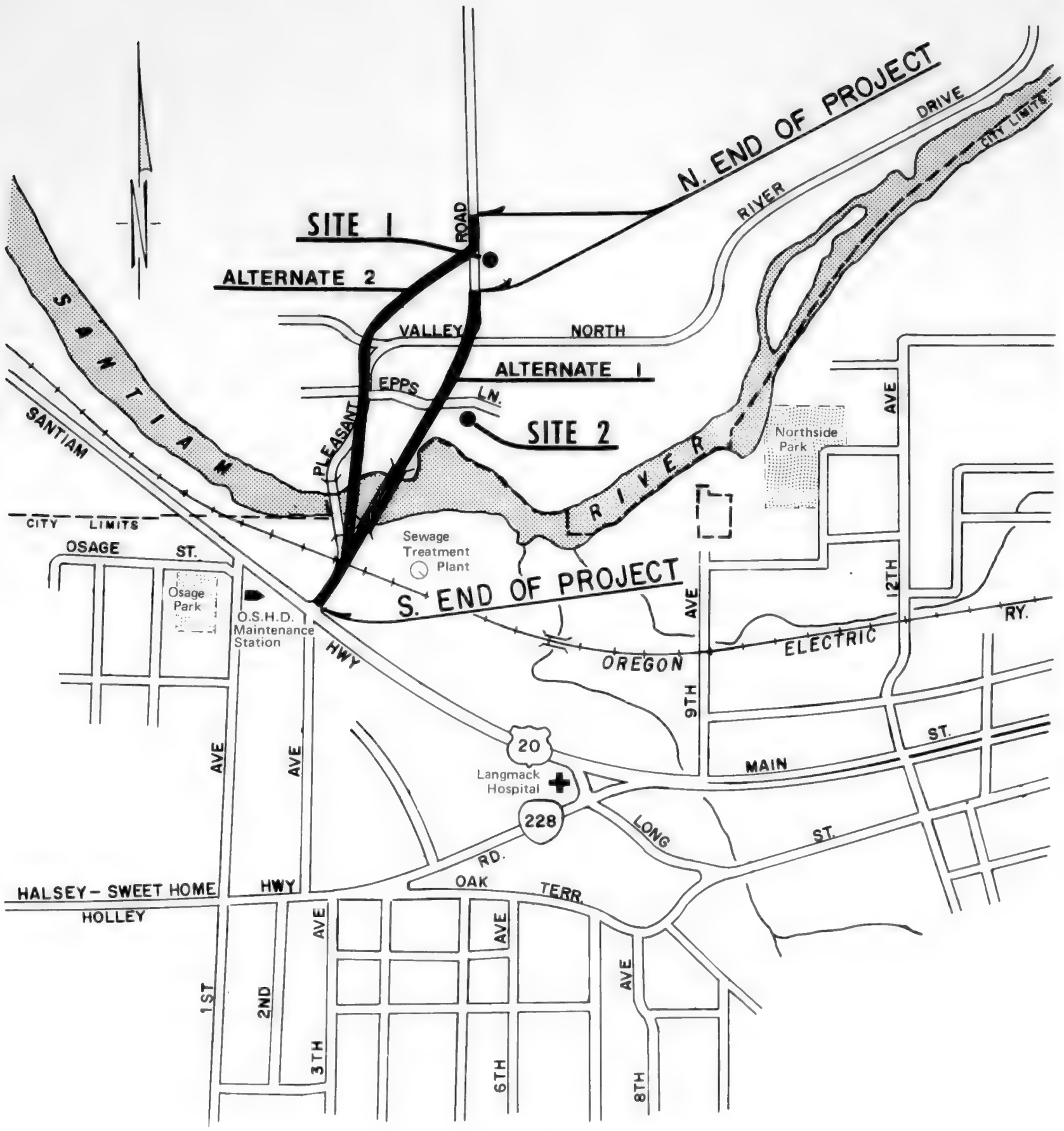


FIGURE 6

NOISE MEASUREMENT SITES

TABLE 2

FEDERAL HIGHWAY ADMINISTRATION DESIGN NOISE LEVEL STANDARDS

Activity Category	Design Noise Levels - dBA L_{eq}	Description of Activity Category
A	57 (Exterior)	Tracts of land in which serenity and quiet are of extraordinary significance and serve an important public need and where the preservation of those qualities is essential if the area is to continue to serve its intended purpose. Such areas could include amphitheaters, particular parks or portions of parks, open spaces, or historic districts which are dedicated or recognized by appropriate local officials for activities requiring special qualities of serenity and quiet.
B	67 (Exterior)	Picnic areas, recreation areas, playgrounds, active sports areas, and parks which are not included in Category A and residences, motels, hotels, public meeting rooms, schools, churches, libraries, and hospitals.
C	72 (Exterior)	Developed lands, properties or activities not included in Categories A or B above.
D	--	For requirements on undeveloped lands see paragraphs 11a and c.
E	52 (Interior)	Residences, motels, hotels, public meeting rooms, schools, churches, libraries, hospitals, and auditoriums.

was wet and approximately half of the light duty vehicles during the measurement period were pickup trucks. The corresponding model prediction was only L_{eq} 55 dBA, so an adjustment factor of +3 dBA was used for future predictions.

The second measurement was in the front yard of 1008 Epps Lane. Noise levels at this residence will increase considerably if Alternative 1 is selected. The existing exterior noise level is L_{eq} 49 dBA. The measurement site is located close to the Santiam River, and is lower in elevation and hidden from view of the roadway.

Environmental Impacts

The maximum distance from the roadway at which federal interior design noise levels are predicted to be exceeded was calculated for existing and year 2000 (all alternatives) traffic conditions. Maximum L_{eq} 62 dBA noise contour distances are shown in Table 3 and Figures 8 through 10. The unshielded noise contour distances are designated primarly to aid in land use planning so that future construction of noise-sensitive receptors can be aware of highway noise levels.

TABLE 3

MAXIMUM L_{eq} 62 dBA NOISE CONTOUR DISTANCES

Section	Alternative	Year	Distance from ℄ of Roadway to Unshielded L_{eq} 62 dBA Noise Contour
Pleasant Valley Road (Santiam Hwy-North River Road)	Existing	1980	50'
	1, 2	2000	95'
	3 (No-Build	2000	80'
North River Road (West of Pleasant Valley Road)	Existing	1980	30'
	1, 2, 3	2000	50'
North River Road (East of Pleasant Valley Road)	Existing	1980	30'
	1, 2, 3	2000	50'
Pleasant Valley Road (North of North River Road)	Existing	1980	50'
	1, 2, 3	2000	70'

Specific noise levels were calculated at all receptors on the project that would be affected by the different project alternatives. Figures 7 through 10 show the noise contours and receptors adjacent to the existing roadway adversely impacted by noise from the two alternative alignments. Table 4 provides a summary of impacts to all receptors on Figure 7.

TABLE 4

NOISE CHARACTERISTICS OF RECEPTORS ADJACENT TO PROJECT

		YEAR 2000		
Receptor	Existing	Alternative 1	Alternative 2	Alternative 3 (No-Build)
A	Impacted*	Impacted	Removed	Impacted
B	Not Impacted	Not Impacted	Removed	Not Impacted
C	Not Impacted	Not Impacted	Removed	Not Impacted
D	Not Impacted	Not Impacted	Impacted	Not Impacted
E	Impacted	Impacted	Not Impacted	Impacted
F	Not Impacted	Not Impacted	Impacted	Not Impacted
G	Not Impacted	Not Impacted	Impacted	Impacted
H	Not Impacted	Not Impacted	Not Impacted	Impacted
I	Not Impacted	Removed	Not Impacted	Not Impacted
J	Not Impacted	Not Impacted	Not Impacted	Not Impacted
K	Not Impacted	Not Impacted	Not Impacted	Not Impacted
L	Not Impacted	Not Impacted	Not Impacted	Not Impacted
M	Impacted	Impacted	Impacted	Impacted
N	Not Impacted	Impacted	Impacted	Impacted
O	Not Impacted	Impacted	Not Impacted	Not Impacted
Total Impacted Receptors	3	5	5	6

*Impacted refers to being exposed to interior noise levels exceeding the Federal Interior design noise level of L_{eq} 52 dBA.

Both build alternatives would impact fewer homes than the no-build alternative because Alternative 1 would remove one home and Alternative 2 would remove 3 homes.

Noise Mitigation

Several approaches to noise mitigation were investigated and only noise barriers were found to be potentially practical. Noise barriers physically block the transmission of sound waves from the sound source. Noise barriers do not totally eliminate noise from the roadway, because sound waves can diffract over the top and around the ends of the barrier. Openings greatly reduce the effectiveness of barriers. Therefore, the use of barriers in areas where direct access to Pleasant Valley Road must be maintained is limited.

FIGURE 7

LOCATION OF RECEPTORS

ADJACENT TO ROADWAY

SANTIAN
RIVER
NOISE CONTOUR
BUILD ALTERNATIVE
LEGEND
BA NOISE CONTOUR
BA NOISE CONTOUR
DWELLINGS

FIGURE 9
NOISE CONTOUR
ALTERNATIVE 1

LEGEND

L 62 dBA NOISE CONTOUR
YEAR 2000
FROM ROADWAY CENTER

SANTIAM
RIVER
SE BONTOUR
RNATIVE 2
LEGEND
NOISE CONTOUR
ROADWAY CENTER
DWELLINGS

Noise barriers to reduce noise levels at receptors A, E, M, N, and O (Figure 7) for Alternative 1 would be impractical. In order to maintain adequate sight distance from driveways of Receptors A and E, the barriers would have to be constructed in such a manner that they would not be effective. Receptors M, N, and O could not be mitigated by a noise barrier because of sight distance considerations for the Oregon Electric Railroad and driveways accessing Pleasant Valley Road.

Noise barriers to mitigate Receptors D, F, G, M, and N (Figure 7) for Alternative 2 would either be infeasible or impractical. Driveway access at Receptors M and N could not be mitigated by a noise barrier for the same reasons as Alternative 1.

An 8-foot shoulder barrier could be constructed at receptor D, but the cost would be $43,000. This cost is considered excessive in terms of the benefit derived from mitigation. A wall at the right-of-way line would be too close to the residence. An earth berm could not be constructed because the fill slopes in this section would take nearly all the available right-of-way to be too close to the residence.

For these reasons, no noise mitigation measures are recommended to be incorporated into the project plans and specifications.

Construction Noise

Construction noise is considered a temporary problem as it rarely occurs in any one location for an extensive length of time, and depends on the complexity and duration of the project. The variety of equipment, operational modes, and the unpredictable location of on-site activities combine to make an estimate of composite noise levels impractical, especially for specific receptor locations. Therefore, the discussion of construction noise is limited to equipment emission levels and feasible mitigation.

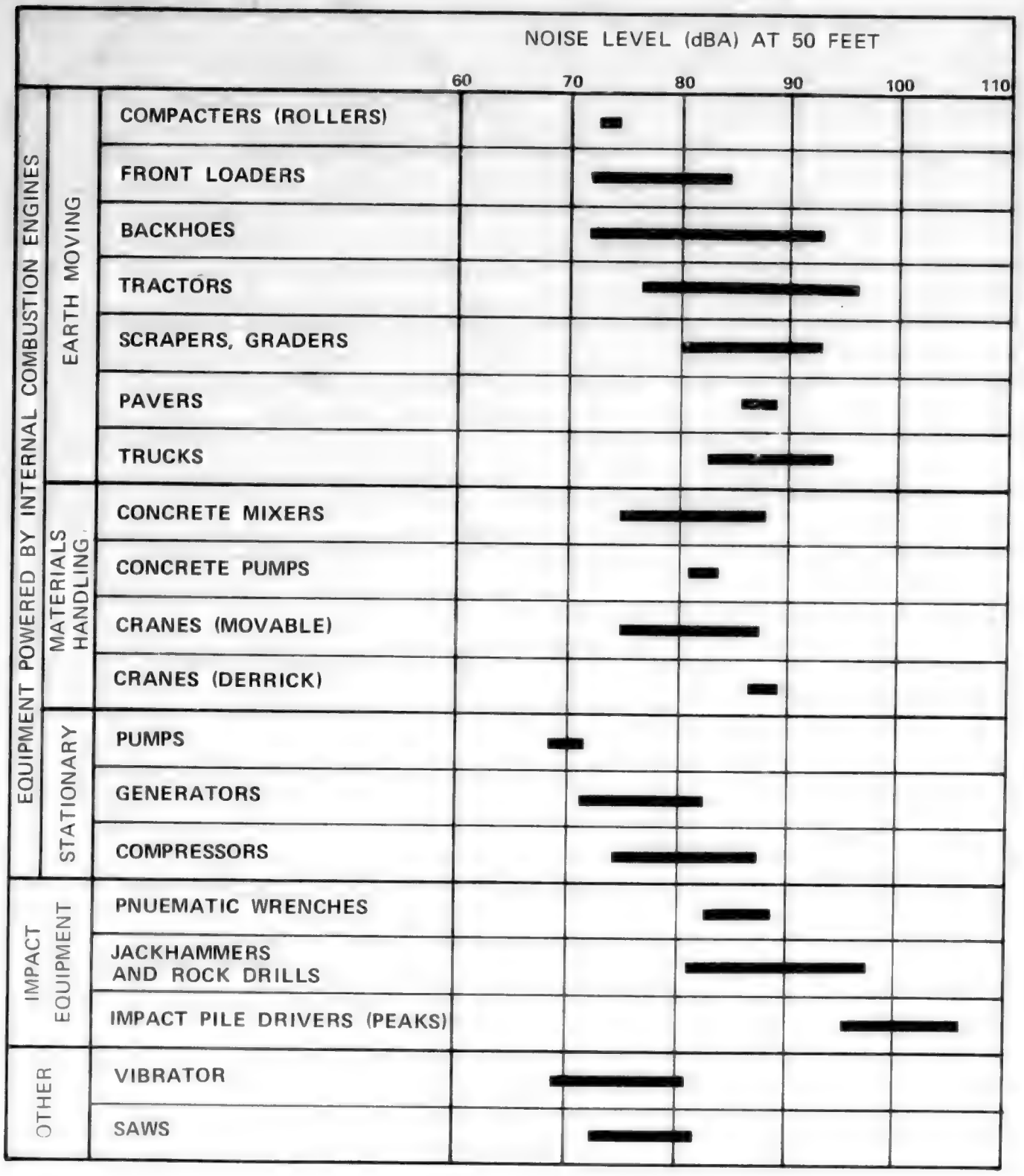
The most prevalent noise source is equipment powered by an internal combustion engine (usually diesel). This equipment is grouped according to its mobility and operating characteristics: 1) earthmoving, 2) materials handling, and 3) stationary equipment. Equipment noise emission levels are shown in Table 5.

Pile drivers and hammers are used in bridge construction. These machines can reach peaks of 105 dBA at 50 feet. This noise is also considered a temporary problem.

One method of construction noise abatement would be the imposition of construction time constraints. These constraints ensure that quiet periods of the day will be free of construction generated noise. Therefore, time constraints will be included in the project construction specifications. These constraints will be from 10:00 p.m. to 6:00 a.m., on weekdays and from 10:00 p.m. Saturday to 6:00 a.m. the following Monday (weekends). Work will also be suspended on legal holidays. Exceptions to these restrictions may be granted by written approval of the local resident engineer.

TABLE 5

CONSTRUCTION EQUIPMENT NOISE RANGES



Should a specific noise impact complaint occur during the construction of the project, mitigation applicable to the situation will be investigated. Where practical, abatement will be implemented.

Air Quality

Existing air quality in the project area is quite good except during the summer months when field burning causes elevated levels of total suspended particulates (TSP). The closest monitoring sites for TSP are in Albany and Lebanon. No Federal primary health standard violations have been recorded at either of these two sites since 1971. The area is designated by DEQ as being in compliance with all standards of the automobile related pollutant standards. Because of the very low volumes associated with the project, no air pollution problems are anticipated.

Construction air quality impacts will be mitigated through the application of dust palliatives to reduce fugitive emissions.

Cultural Resources and Archeology

The project area was field surveyed for historical and archeological properties in June 1980. No historic properties or archeologic sites were found to exist in the project affected area, hence no cultural resource effects exist. The State Historic Preservation Office (SHPO) was consulted and the project coordinated with their staff. Their comment letter is attached as Appendix A.

The project is, consequently, in full compliance with 36 CFR 800 and other applicable cultural resource regulations.

Basis for a Finding of No Significant Impact

The proposed project is needed to replace an obsolete and substandard deteriorating bridge on a substandard highway alignment which provides access to residential, recreational, and farming areas. Benefits accruing to the public through the provision of an adequate structure and improved highway alignment for traffic as well as the reduction of future maintenance will outweigh any temporary inconvenience to the road user or any long term impacts to roadside residents. Detrimental effects to the natural and cultural environment will not be appreciable as the major impacts can be mitigated to minimize their effects.

In assessing the effects of this proposed action, the Oregon State Highway Division, the Federal Highway Administration and Linn County Engineering and Road Department have concluded that the impacts associated with this proposal are not widespread or can be mitigated to minor levels.

It is concluded that implementation of the proposed action will not have significant impact upon the quality of the human environment of a magnitude to require processing of an environmental impact statement.

APPENDIX A

VICTOR ATIYEH
GOVERNOR

Department of Transportation

STATE HISTORIC PRESERVATION OFFICE

Parks and Recreation Division

525 TRADE STREET S.E., SALEM, OREGON 97310

June 24, 1980

In Reply Refer to
File No.

PIETER DYKMAN RESEARCH COORDINATOR
ENVIRONMENTAL RESEARCH UNIT
TECHNICAL SERVICES BRANCH
OREGON DEPARTMENT OF TRANSPORTATION
SALEM OR 97310

Dear Mr. Dykman:

RE: South Santiam River Bridge
Sweet Home, Linn County, Oregon

Thank you for the opportunity to review the Cultural Resource Survey Report for the above-named project. We note that an archeological and historic sites reconnaissance was carried out and that no sites were found.

The State Historic Preservation Office concurs with the finding of "No Effect" upon properties in, or eligible for inclusion in the National Register of Historic Places.

We appreciate the opportunity to offer these comments.

Sincerely,

D. W. Powers III, Deputy
State Historic Preservation Officer

DWP/EWP:nmw

RECEIVED
JUN 26 1980
Environmental Section

Form 734-3122

APPENDIX B

SOUTH SANTIAM RIVER BRIDGE
PLEASANT VALLEY ROAD, FAS A48
LINN COUNTY, OREGON

SUMMARY OF HEARING COMMENTS

Comment: The access of Epps Lane at the intersection of Pleasant Valley River Road and North River Road needs further study.

Response: Plan, as shown, is preliminary layout and State will study to gain best available access within right-of-way restraints.

Comment: Crest vertical curve northerly on Pleasant Valley Road from North River Drive needs improvement.

Response: It is anticipated that within the life of the project, if alternative #1 is adopted, this will be improved. If alternative #2 is adopted, this will be a dead end road and no improvement will be necessary.

Comment: No access control, only on alternate 1.

Response: There will not be true access control on either route, but under alternate #1 there will not be an industrial type access or accesses to the thru traffic roadway. It will be on the dead end road.

Comment: What has happened to the 18th Street alternative?

Response: 18th Street has 40 foot right-of-way and is not under county jurisdiction, but rather the City of Sweet Home. Social damage caused by removal of approximately 12 houses and 25 properties would be severe. We are attempting to replace an existing bridge to serve an existing traffic pattern and not create a new crossing.

Comment: How are we going to keep the speed down?

Response: Design speed on both alternates is 40-45 miles per hour, with curves so sharp as to be uncomfortable above that figure. Traffic across the bridge will be coming to a stop before entering Highway 20, so excessive speed would be discouraged.

Comment: Adding 400 more cars per day through the Pleasant Valley Road-River Drive intersection if alternate #1 is adopted.

Response: It is true that more traffic will be handled through the intersection, but the option of a left turn refuge north to west, stop conditions on the dead end section, and improved alinement and cross sections will make for much quieter and smoother operations than the present sharp curve for thru traffic at this intersection.

Comment: Most of the houses north of the intersection of Pleasant Valley Road on alternate #1 will lose everything up to the front step.

Response: Right-of-way will be required of only one property on this section and the shoulder of the new construction will be 30' from the house at the nearest point.

Comment: There is a court case over a building at White's Electronics which will have to be moved.

Response: There is no such court case and none is know to be contemplated.

Comment: From the time the fishing season is open until it closes the fill area is filled with kids.

Response: There is nothing in the record or EIS indicating amount of fishing in the specific area.

Comment: Why do we need wide shoulders in rural areas?

Response: Contemplated emergency stopping, pedestrians, and bicycle traffic are all significantly safer with a minimum of 6' shoulders.

Comment: Under alternate #2 there would be one area where Whites could bring a new lane to where it hit the bridge and eliminate all congestion.

Response: The 120' from the center of the driveway at White's Electronics to the end of the bridge would not be anywhere near long enough for a merging lane. A minimum length lane to work would need to go at least across the bridge, adding greatly to the cost.

Comment: Epps Lane access in alternate #1 is too steep and unmanageable for furniture van.

Response: The grade as designed is about the same as our subdivision road standards throughout the county. The intersection as shown is more open than most street intersections and very navigable for large trucks. If this alternative is recommended it will be requested that the State study improved alinement and grade within the limits of the available right-of-way.

Comment: The families on Epps Lane cannot take the noise levels.

Response: The noise level, as indicated in the noise study, is well below established objectionable noise levels and should not be a problem. If problems are encountered, noise barriers can be utilized.

Comment: Owner doesn't believe she would be given enough money to purchase another suitable house.

Response: The law under which right-of-way is procured requires that adequate replacement housing be provided and in this case she would be assisted as described in the pamphlet "Moving because of the Highway", made available at the hearing.

Comment: One year ago Epps Lane was turned into a dead end to discourage construction of the bridge.

Response: It is our understanding the easterly end of Epps Lane was never anything but a private driveway, so no formal action was necessary by the owner other than to post it if he wished.

Comment: Throw them both out and go back to the drawing board and make some better studies about what needs to be done. We should make sure what the current route is. What is really best for the community and will get the job done in the best manner.

Response: The limite .ife expectancy, both operatic lly and structurally on the present bridge makes it important some action be taken soon to assure continuation of service. This project was set aside twelve year ago for the same reason and we now have nearly three times the cost estimated at that time. The general location is the only one in the area under county jurisdiction, and other studies would need to utilize the same basic river crossing.

Comment: If we take alternate #2 and just put in the bridge and perhaps 100 feet beyond the bridge, it would solve the problem of the bridge and give us a brand new bridge and eliminate all the other problems.

Response: It is possible to limit the project to only the bridge, but doing so would only postpone the matter of safety and congestion brought on by the two sharp curves with high volume of traffic and significant numbers of cars accessing an arterial road near a blind curve. The public and community interest would be significantly compromised to accommodate right-of-way concerns which are, in terms of the public benefits possible, not of great magnitude. Predicted near term increase in traffic will force some roadway improvements involving right-of-way acquisition in the very near future no matter what we do now and this may be a last opportunity to provide an integrated solution to the problem before development of the area precludes it.

Comment: Life expectancy for the present bridge is forty more years.

Response: Citizens were advised at the time of the discussion referred to that the truss elements of the bridge could, probably, with rehabilitation and a continual high level of maintenance be made to last for possibly 40 years. However, all the rest of the superstructure would, in any case, require replacement at least once, and the expenditure of funds without improving the operational aspects would be questionable.

Comment: "Quote" Mr. Grafe said "get smart with me and we'll just forget the whole thing".

Response: Memorandum of August 9, 1979, describing the meeting of July 18, 1979, is attached. Upon best recollection, the only discussion remotely in the vein expressed was to convey the previously expressed concern of the Board of Commissioners that timing was important, since costs were rising at a steep rate and if something was not done in the forseeable future, it would not be possible to fund.

Comment: What happened to the $65,000 appropriated for a bridge on 18th?

Response: There is nothing in the record regarding this, but the cost to the county of cancelling the project in 1965 could have been what was referred to. Also, repairs to the exising bridge were somewhere in that cost range.

RESPONSE TO COMMUNICATIONS ENTERED INTO THE RECORD AFTER THE HEARING AND NOT INCLUDED IN THE TRANSCRIPT:

Comment: Make a people decision, not a bridge decision.

Response: To respond to this, the record indicates least impact to people and most benefit to public will be alternate #1.

Comment: Alternate #1 will alter the ecology of the area and any piers in the river will alter the flow and fish habits.

Response; The environmental assessment has dealt at some length with this matter and they are not considered significant.

14141 10-16-80 4

U. S. DEPARTMENT OF TRANSPORTATION — FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

FEDERAL AID PROJECT NO.: RS 4483(1)

STATE PROJECT NO.: See below

FROM:
G. L. Green, Division Administrator
FHWA - Oregon Division - Salem, OR

PROGRAM NO.:

COUNTY NAME: Linn

ITEM NO.: 70333

PROGRAM STAGE (Check) ☐ 1. ☐ 2.

TO:

Mr. H. S. Coulter
State Highway Engineer
Oregon State Highway Division
Salem, Oregon

RECEIVED
STATE HWY
OCT 24 '80
REFER TO
10-24 Mueburg
FOR

DATE PS&E APPROVED	DATE AUTHORIZATION EFFECTIVE	FEDERAL ROUTE NUMBER	STATE ROUTE NUMBER
	10-16-80	Secondary A 483	County Road

GENERAL LOCATION:

South Santiam River Bridge Section (Sweethome)

GENERAL DESCRIPTION OF WORK:

PS&E Preparation

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

PRELIMINARY ENGINEERING TO DETERMINE
☐ LOCATION ONLY

PRELIMINARY ENGINEERING FOR SURVEY AND PLAN
☒ PREPARATION — Including Archeological Salvage and utility preparatory work

☐ OTHER (Specify) — TEC $5,000. - Federal Funds $4,290

☐ ACQUISITION OF RIGHT-OF-WAY

CONSTRUCTION - ADVERTISE FOR RECEIPT
☐ OF BIDS

☐ CONSTRUCTION - PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

As requested in Mr. Swan's letter of 9-25-80. FONSI concurred in 10-16-80.

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
10-16-80	[signature]	for Division Administrator

FORM PR-1240 (REV. 6-70) EXISTING STOCKS OF FORM PR-1240 REV. 6-68 WILL BE USED

U.S. GOVERNMENT PRINTING OFFICE 1975 631 855

STATE OF OREGON
HIGHWAY DIVISION

INTEROFFICE MEMO
ENV 3

TO: E. S. Hunter
Asst. State Highway Engineer

DATE: October 3, 1980

FROM: Gary A. Potter, Manager
Environmental Section

SUBJECT: Finding of No Significant Impact (FONSI)
South Santiam River (Sweet Home) Bridge
Pleasant Valley Road
Linn County

The subject statement in the form of a Finding of No Significant Impact (FONSI) has been reviewed and determined to adequately cover the natural and social environmental impacts of the project.

If you agree, please sign all copies and return the original plus four copies to this office for submission to the Federal Highway Administration for concurrence.

GAP:lb

Attachments

cc: J. H. Versteeg
F. E. Terpin
D. H. Moehring
C. O. Fredrickson

RECEIVED
TECHNICAL SERVICES
OCT 6 '80
REFER TO
FOR
Info | Invest | R/D | D R | Sign | Act | File

APPROVED
J H Versteeg
Date 10-7-80

APPROVED
E F T
Date 10-13-80

Contains Recycled Materials
81-125-1387

SP-75683-125

1474

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

PRO 6-2

September 25, 1980

NOTED
E. S. HUNTER

TO: G. L. Green, Division Administrator
Federal Highway Administration

Original Signed By
D. E. Swan

FROM: D. E. Swan
Operation Programming Engineer

SUBJECT: Study Report
Project No. RS-A483(1)
South Santiam River Br. (Sweet Home) Sec.
Linn County

Enclosed is a copy of the study report for the subject project to aid you in your evaluation to determine if the Finding of No Significant Impact (FONSI), when submitted, adequately addresses the proposed location/design.

Upon FHWA's adoption of the FONSI, which constitutes location/design approval, we request authorization to proceed with the portion of preliminary engineering, including archeological salvage and utility preparatory work, necessary to obtain PS&E approval at an estimated total cost of $5,000 with obligation of $4,290 in Federal funds.

JLG:bke
Enclosure

cc: E.S. Hunter
F.E. Terpin
Gary Potter
C.O. Fredrickson (Region 2)
John Grassman
H. Reynoldson

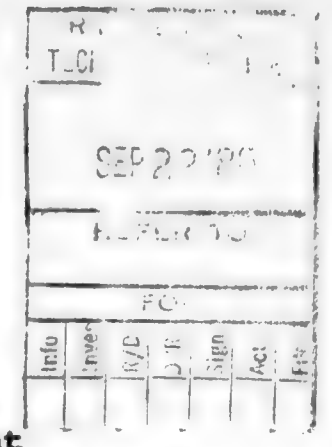
Form 734-3122

VICTOR ATIYEH
GOVERNOR

Department of Environmental Quality

522 S.W. 5th AVENUE, P.O. BOX 1760, PORTLAND, OREGON 97207 PHONE (503) 229-5360

September 12, 1980



Gary Potter, Manager
Environmental Section
Oregon State Highway Division
412 Transportation Building
Salem, OR 97310

Re: Environmental Assessment
South Santiam River (Sweet Home)
Bridge Project, Lane County

Dear Mr. Potter:

The following are the Department of Environmental Quality Noise Pollution Control Section's comments on the Environmental Assessment for the South Santiam River Bridge project in Sweet Home:

For the most part, there is very little difference in the noise impacts for the two build alternatives. However, alternative 2 appears to have slightly less noise impact potential than alternative 1. Due to following the existing roadway, alternative 2 will have fewer newly noise impacted receptors than alternative 1. Also, alternative 2 will be more compatible with the local comprehensive land use plans, since alternative 2 is to be located next to the industrial zoned area, and crosses less residential zoned area. Unfortunately, alternative 2 calls for removing more homes than alternative 1; however, looking at the noise impacts only, the Noise Section recommends construction of alternative 2.

Unfortunately, no noise mitigation measures are proposed for construction in this project, which could reduce noise impacts. Hence, noise impacts to existing receptors are certain to take place no matter which alternative is chosen. However, to prevent future impacts to new residents, we recommend the local land use planning agencies be informed of the potential noise impacts on undeveloped property.

Sincerely,

Norman L. Jette

Norman L. Jette
Noise Pollution Engineer
Noise Pollution Control

ENVIRONMENTAL SECTION
September 19, 1980

cc: E. S. Hunter
D. H. Moehring
J. H. Versteeg
F. E. Terpin
Walter Hart
Glen Green
C. O. Fredrickson
Eddie Welsh
Bill Kappus

NLJ:pw

cc: Willamette Valley Region, DEQ

DEQ-1

AGR

STATE OF OREGON

INTEROFFICE MEMO

files

DATE: September 9, 1980

TO: Jim Dixon
Region 2 R/W Supervisor

FROM: Adele L. Egan
Right of Way Office Unit Supv.

SUBJECT: AGR 164
So. Santiam R. Br. Sec.
Pleasant Valley Road
Linn County

MISC. CONTRACTS and
AGREEMENTS No. 4192

Attached is an original of the subject agreement to be sent to the County and a copy for your file.

The project will be programmed.

AE
mp
Attach.

cc: C. O. Fredrickson, w/c
Local Gov't Programs, w/c
Finance, w/c
Comm. Serv., w/orig.
Condemnation, w/c
Description, w/c
Title, w/c

Contains Recycled Material
81-125-1387

STATE OF OREGON
HIGHWAY DIVISION - ODOT

INTEROFFICE MEMO

TO: E. S. Hunter
Assistant State Highway Engineer

DATE: September 3, 1980

FROM: Frank E. Terpin
Location Engineer F.E.T.

SUBJECT: South Santiam River Bridge
Pleasant Valley Road F.A.S. A483
Linn County

Herewith a study report on subject section as prepared by officials of Linn County.

We have reviewed the report for sufficiency only and have made no attempt to question their rationale for selecting and adopting Alternative 1.

If you concur with their recommendation, please approve the report and return it to me for further distribution.

E.S. Hunter
9-15-80
The action plan was followed.

FET:DB:ge

Attachment

RECEIVED
TECHNICAL SERVICES
SEP 4'80
REFER TO
FOR
Info | Inve | Inv'D | L.E. | Ign | Jgt | Spec

Contains Recycled Materials
81-125-1387

SP*75683-125

NEAL D. MICHAEL
Roadmaster

Office Of
LINN COUNTY ENGINEER
3010 Ferry Street, SW
ALBANY, OREGON 97321

WILLIS R. GRAFE, P.E.
County Engineer

September 4, 1980

Dear Concerned Citizen:

The formal public hearing concerning design and construction of the South Santiam River Bridge, Pleasant Valley Road, was held on July 31, 1980, at the Sweet Home High School.

The hearing record has now been completed, including written statements sent in up to ten days following the date of hearing.

Copies of the complete hearing transcript, summary of significant comments, and the recommendation of the Engineer to the Board of Commissioners are available for inspection at the office of the Linn County Board of Commissioners and the Linn County Clerk in the Courthouse in Albany, Oregon. In addition, all the written comments submitted during the ten days subsequent to the hearing are available in their original form in the County Clerk's office as well.

We appreciate your interest in this important project.

Sincerely,

Willis R. Grafe
Linn County Engineer

WRG:bms

STUDY REPORT

SOUTH SANTIAM RIVER BRIDGE

PLEASANT VALLEY ROAD, FAS A483

S T U D Y R E P O R T

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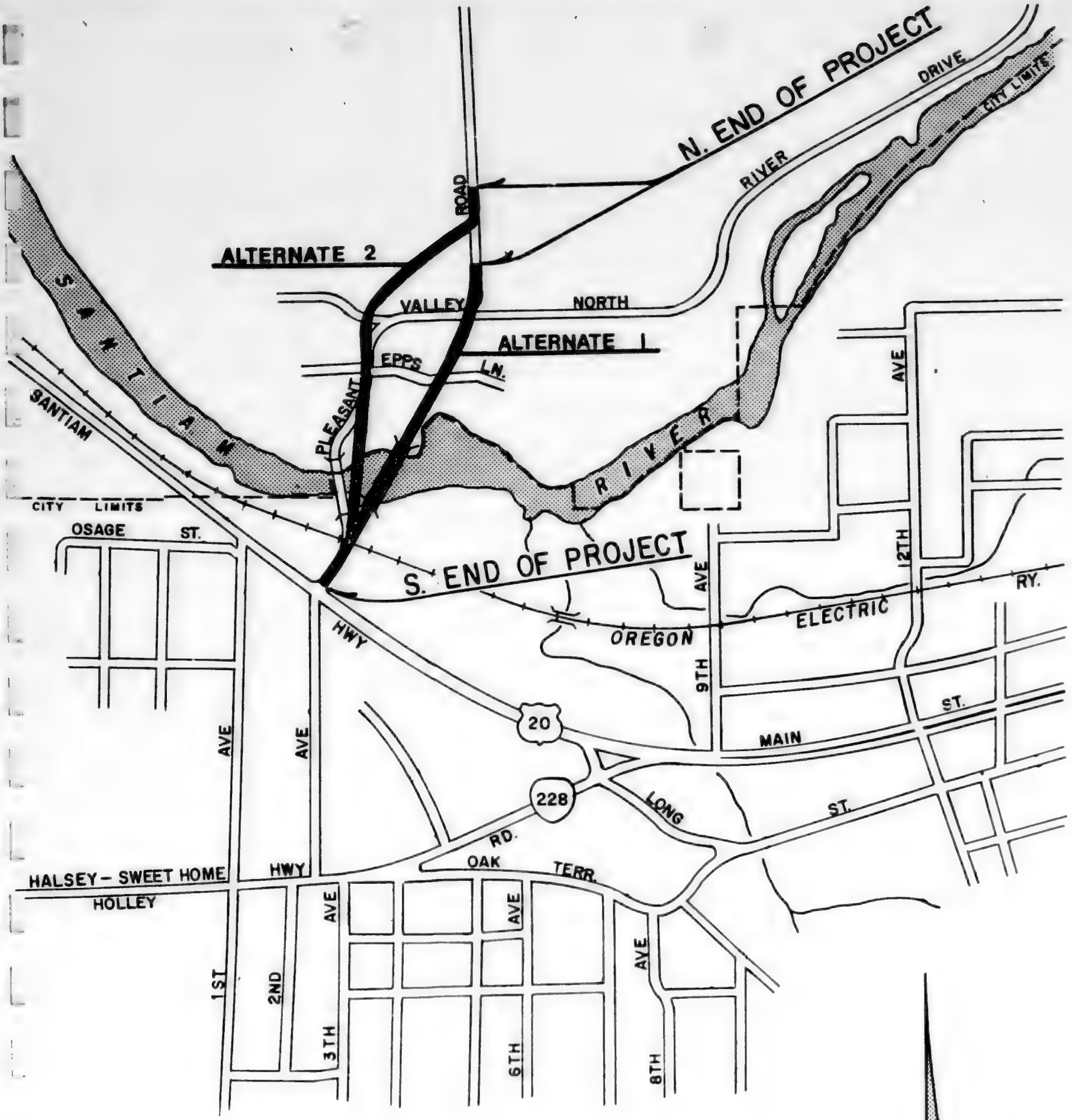


3. SANTIAM RIVER BRIDGE (SWEET HOME)

PLEASANT VALLEY ROAD FAS A483

LINN COUNTY

O.D.O.T.

SOUTH SANTIAM RIVER BRIDGE
PLEASANT VALLEY ROAD, FAS A483
LINN COUNTY, OREGON

HEARING SUMMATION

A public hearing on the South Santiam River (Sweet Home) bridge was held at the Sweet Home High School auditorium on July 31, 1980, at 8:00 P.M.

A significant amount of testimony was presented for both alternatives, and a number of written documents were submitted to the Board of County Commissioners within the ten day period following the hearing. A petition was submitted containing 510 signatures and requesting the construction be limited to only the bridge and not disturbing any people. Approximately 90% of the signatures were of local residents.

No testimony was received from the City of Sweet Home, East Linn Chamber of Commerce, School District, or any other organization. Prior to the hearing the Chamber of Commerce did submit a letter to the Road Department supporting construction of a bridge, and in June, 1969, prior to the initial public meeting, the City of Sweet Home did likewise.

SOUTH SANTIAM RIVER BRIDGE
PLEASANT VALLEY ROAD, FAS A483
LINN COUNTY, OREGON

PROJECT SUMMATION

In summarizing alternatives 1 and 2, major issues apparent are (1) Service to community; (2) Safety to the travelling public; (3) Right-of-way impact; (4) Project timing; (5) Project cost.

(1) In terms of service to the community, exclusive of right-of-way impacts, there is no significant identifiable difference between the alternatives. There is a slight additional travel distance for users of North River Drive to access the bridge on alternative No. 2 and a like additional distance for the employees of White's Electronics, who live on the south side of the river. These two factors could be quantified, but from a practical standpoint, the difference would probably not be significant.

(2) Safety to the travelling public includes even flow of traffic, potential turning conflicts, private access to relative high volume route, etc.

In the case of alternative #1, the traffic flow would be relatively uninterrupted, with a uniform design speed (40-45 mph) throughout and without private access points carrying more than residential traffic. The concentration of traffic from White's Electronics would be accommodated on a county dead end road at the plant without through traffic conflict, and then enter Pleasant Valley road at a street intersection. The other potential concentration of traffic (Epps Lane) would be brought to an intersection with North River Drive, a relatively low volume road, and from there enter Pleasant Valley Road. Both these situations would be much improved over the present conditions and should serve the public well and safely for the predictable future.

In contrast, routing the entire flow of traffic on substantially the same alignment as at present, as proposed in alternative #2, would inevitably result in increasingly severe congestion at the industrial plant from the projected build up of employees and poor sight distance for traffic to and from North River Drive. In addition, no relief would be afforded for the Epps Lane traffic, which would still be approaching the road from a steep upgrade with poor sight distance.

(3) & (4) Right-of-way Impacts - The individual right-of-way impacts are summarized as follows:

	ALTERNATE #1	ALTERNATE #2
No. of Parcels	9	12
No. of Dwellings	1	3
Persons Displaced	1	5 (or more)
Property Remainders	1	4 or 5
Commercial Properties	1	2

Significant in the above tabulation is the number of dwellings and individuals affected, since this translates to substantial inconvenience and trauma for those involved. The 3 dwellings affected in alternative #2 include one rental, one private dwelling, and an unlicensed rest home for the elderly which may have as many as 5 patients. The relocation of these displaced persons, in addition to being a real social problem, will be costly in terms of both time and money, delaying right of access to the properties by as much as six months according to the best estimate of the State Right-of-Way liaison report. From the same source, estimated cash difference would be $75,224 more for alternative #2 than alternative #1.

(5) Estimated costs are as follows:

	Construction (8-79)	Right-of-Way	Total
Alternate #1	$1,200,000	$112,190	$1,312,190
Alternate #2	1,140,000	187,414	1,327,414

From this, a difference of $15,224 emerges, or .14%. This is such a small difference as to be far less than the estimating accuracy, so the first cost difference should not be considered a factor in the choice of alternatives.

SOUTH SANTIAM RIVER BRIDGE

PLEASANT VALLEY ROAD, FAS A483

LINN COUNTY, OREGON

ENGINEER'S RECOMMENDATION OF DESIGN ALTERNATIVE

With due consideration of the material presented at the hearing, the project environmental assessment, other pertinent data specifically related to the project, and current safety and construction standards, I recommend that the project proceed without avoidable delay, in accordance with the following criteria:

1. Alternative #1, beginning at a point approximately 340 feet northerly of the North River Drive intersection with Pleasant Valley Road and extending in a south westerly direction, crossing the river approximately 150 feet upstream from the existing bridge and rejoining the existing roadway near Burlington Northern Railroad crossing, then extending to the intersection of Highway 20, will be adopted.

2. Provision for a traffic signal at Highway 20 will be made in the project.

3. The original layout of the connection of Epps Lane to North River Drive will be further studied to assure the best possible operational characteristics within anticipated roadway right-of-way, including total taking of the Stratton property.

4. Visual screening, consistent with safe sight distance, of the westerly side of the project just southerly of North River Drive, be considered to mitigate the impact upon the private dwelling.

5. Left turn refuge be provided for north to west traffic movement at the intersection with North River Drive.

6. The 6' paved shoulders contemplated in the design typical section, will be considered adequate for pedestrian and bicycle traffic and no sidewalk will be necessary on the bridge.

7. Prior to completion of the project, Linn County will take action to improve sight distance north on Pleasant Valley Road by reducing the crest vertical curve adjacent to the northerly end of the project.

8. If right-of-way negotiations by the State Highway Division lead to the possible necessity for eminent domain proceedings, the final negotiations will be assumed by Linn County.

In view of existing traffic levels and the lower levels of safety and operations associated with the present facility as well as avoidance of inflationary cost increases expected to result from any delay to the project, it is recommended that all reasonable effort be made to expedite progress on the project.

Respectfully submitted,

Willis R. Grafe

Willis R. Grafe
Linn County Engineer

SOUTH SANTIAM RIVER BRIDGE
PLEASANT VALLEY ROAD, FAS A483
LINN COUNTY, OREGON

SUMMARY OF HEARING COMMENTS

Comment: The access of Epps Lane at the intersection of Pleasant Valley River Road and North River Road needs further study.

Response: Plan, as shown, is preliminary layout and State will study to gain best available access within right-of-way restraints.

Comment: Crest vertical curve northerly on Pleasant Valley Road from North River Drive needs improvement.

Response: It is anticipated that within the life of the project, if alternative #1 is adopted, this will be improved. If alternative #2 is adopted, this will be a dead end road and no improvement will be necessary.

Comment: No access control, only on alternate 1.

Response: There will not be true access control on either route, but under alternate #1 there will not be an industrial type access or accesses to the thru traffic roadway. It will be on the dead end road.

Comment: What has happened to the 18th Street alternative?

Response: 18th Street has 40 foot right-of-way and is not under county jurisdiction, but rather the City of Sweet Home. Social damage caused by removal of approximately 12 houses and 25 properties would be severe. We are attempting to replace an existing bridge to serve an existing traffic pattern and not create a new crossing.

Comment: How are we going to keep the speed down?

Response: Design speed on both alternates is 40-45 miles per hour, with curves so sharp as to be uncomfortable above that figure. Traffic across the bridge will be coming to a stop before entering Highway 20, so excessive speed would be discouraged.

Comment: Adding 400 more cars per day through the Pleasant Valley Road-River Drive intersection if alternate #1 is adopted.

Response: It is true that more traffic will be handled through the intersection, but the option of a left turn refuge north to west, stop conditions on the dead end section, and improved alinement and cross sections will make for much quieter and smoother operations than the present sharp curve for thru traffic at this intersection.

Comment: Most of the houses north of the intersection of Pleasant Valley Road on alternate #1 will lose everything up to the front step.

Response: Right-of-way will be required of only one property on this section and the shoulder of the new construction will be 30' from the house at the nearest point.

Comment: There is a court case over a building at White's Electronics which will have to be moved.

Response: There is no such court case and none is know to be contemplated.

Comment: From the time the fishing season is open until it closes the fill area is filled with kids.

Response: There is nothing in the record or EIS indicating amount of fishing in the specific area.

Comment: Why do we need wide shoulders in rural areas?

Response: Contemplated emergency stopping, pedestrians, and bicycle traffic are all significantly safer with a minimum of 6' shoulders.

Comment: Under alternate #2 there would be one area where Whites could bring a new lane to where it hit the bridge and eliminate all congestion.

Response: The 120' from the center of the driveway at White's Electronics to the end of the bridge would not be anywhere near long enough for a merging lane. A minimum length lane to work would need to go at least across the bridge, adding greatly to the cost.

Comment: Epps Lane access in alternate #1 is too steep and unmanageable for furniture van.

Response: The grade as designed is about the same as our subdivision road standards throughout the county. The intersection as shown is more open than most street intersections and very navigable for large trucks. If this alternative is recommended it will be requested that the State study improved alinement and grade within the limits of the available right-of-way.

Comment: The families on Epps Lane cannot take the noise levels.

Response: The noise level, as indicated in the noise study, is well below established objectionable noise levels and should not be a problem. If problems are encountered, noise barriers can be utilized.

Comment: Owner doesn't believe she would be given enough money to purchase another suitable house.

Response: The law under which right-of-way is procured requires that adequate replacement housing be provided and in this case she would be assisted as described in the pamphlet "Moving because of the Highway", made available at the hearing.

Comment: One year ago Epps Lane was turned into a dead end to discourage construction of the bridge.

Response: It is our understanding the easterly end of Epps Lane was never anything but a private driveway, so no formal action was necessary by the owner other than to post it if he wished.

Comment: Throw them both out and go back to the drawing board and make some better studies about what needs to be done. We should make sure what the current route is. What is really best for the community and will get the job done in the best manner.

Response: The limited life expectancy, both operationally and structurally on the present bridge makes it important some action be taken soon to assure continuation of service. This project was set aside twelve year ago for the same reason and we now have nearly three times the cost estimated at that time. The general location is the only one in the area under county jurisdiction, and other studies would need to utilize the same basic river crossing.

Comment: If we take alternate #2 and just put in the bridge and perhaps 100 feet beyond the bridge, it would solve the problem of the bridge and give us a brand new bridge and eliminate all the other problems.

Response: It is possible to limit the project to only the bridge, but doing so would only postpone the matter of safety and congestion brought on by the two sharp curves with high volume of traffic and significant numbers of cars accessing an arterial road near a blind curve. The public and community interest would be significantly compromised to accommodate right-of-way concerns which are, in terms of the public benefits possible, not of great magnitude. Predicted near term increase in traffic will force some roadway improvements involving right-of-way acquisition in the very near future no matter what we do now and this may be a last opportunity to provide an integrated solution to the problem before development of the area precludes it.

Comment: Life expectancy for the present bridge is forty more years.

Response: Citizens were advised at the time of the discussion referred to that the truss elements of the bridge could, probably, with rehabilitation and a continual high level of maintenance be made to last for possibly 40 years. However, all the rest of the superstructure would, in any case, require replacement at least once, and the expenditure of funds without improving the operational aspects would be questionable.

Comment: "Quote", Mr. Grafe said "get smart with me and we'll just forget the whole thing".

Response: Memorandum of August 9, 1979, describing the meeting of July 18, 1979, is attached. Upon best recollection, the only discussion remotely in the vein expressed was to convey the previously expressed concern of the Board of Commissioners that timing was important, since costs were rising at a steep rate and if something was not done in the forseeable future, it would not be possible to fund.

Comment: What happened to the $65,000 appropriated for a bridge on 18th?

Response: There is nothing in the record regarding this, but the cost to the county of cancelling the project in 1965 could have been what was referred to. Also, repairs to the exising bridge were somewhere in that cost range.

RESPONSE TO COMMUNICATIONS ENTERED INTO THE RECORD AFTER THE HEARING AND NOT INCLUDED IN THE TRANSCRIPT:

Comment: Make a people decision, not a bridge decision.

Response: To respond to this, the record indicates least impact to people and most benefit to public will be alternate #1.

Comment: Alternate #1 will alter the ecology of the area and any piers in the river will alter the flow and fish habits.

Response: The environmental assessment has dealt at some length with this matter and they are not considered significant.

PLEASANT VALLEY BRIDGE MEETIN(
Board of Commissioners
Sweet Home High School Auditorium
July 31, 1980 8:00 p.m.

ED SCHULTZ: Good evening, Ladies and gentlemen. If I could have your attention we'll start the meeting here tonight. The time is now 8:00 p.m. on the thirty-first of July, which has been the time designated for the design hearing on the South Santiam River Bridge on Pleasant Valley Road here in Sweet Home My name is Ed Schultz. I am the legal counsel for the Board of Commissioners and tonight I will be the hearing's office. Assisting here tonight will be Mr. Grafe, the county engineer, who is seated second to my right and also Mr. Crosley, the senior right-of-way acquisition officer for the State Highway Division. Also, tonight, Louanne Widmer will be taking the notes for the transcription of this testimony. The hearing this evening is being conducted in compliance with the appropriate federal regulations and Oregon State Highway Division action plan, by which we are governed in this activity. We will receive testimony either for or against the project, or for or against the alternative presented, or other alternatives which may be proposed if such are offered. We are here to obtain your comments and your ideas on this project, and we encourage you to express your opinions so that a representative evaluation may be made. At this time I would ask if anyone in the audience who has not received a white card to fill out and who wishes to make any presentation tonight, please raise your hand so that the highway department personnel who are in each aisle will be able to contact you. When you finish your card, we'll later collect them from all those who have not turned them in, and a good number already have turned them in, and then later in the evening we will take each of the names in alphabetical order and listen to your testimony. Because we are required to make recording of this evening's comments, we would ask you to please come forward and to use this podium when you address so that each of the microphones will pick up your testimony and the other persons present will be able to hear you and we would like to thank you right now for your cooperation with that. As you entered the room, certain of you received the registration

card and those will be the registration cards that we will use. If you wish to make any comment on the back of the card or submit other written testimony, you may do so tonight or if you wish, you'll be able to continue to turn in written testimony up to ten days from tonight's hearing. Any written testimony submitted will be made part of tonight's record. If you wish to write a letter or other format to submit written materials, after tonight's meeting, please address them to the Linn County Board of Commissioners, P. O. Box 100, Albany, Oregon. The alternatives under discussion are shown on the hearing maps and should additional alternatives be proposed during the hearing, they will be evaluated and considered as part of the final design of this section of bridge. The impacts of this proposal are discussed in the environmental assessment, which has been available for study since July 1, 1980, and is also here tonight for your perusal as long as they last. In addition to the alternate routes proposed, a "no build" alternative is being considered as a basis for comparing impacts. Federal, state, and county funds have been budgeted for this project based upon preliminary estimates. We will explain the characteristics of each of the alternatives and will also explain the relocation benefits and right-of-way acquisition procedures which would be followed if this study results in the ultimate construction of a facility along any of these alternatives shown or additional route that is chosen. Mr. Grafe, the county engineer, will now present the alternatives under consideration at this time. Willis?

WILLIS GRAFE: Good evening. I think I see a lot of familiar faces here from last year and we're glad you're all here.

UNIDENTIFIED PERSON: Could you speak up a little bit, we can't hear a word you're saying.

WILLIS

GRAFE: Is this squaker working? Does everyone agree that the microphone is working? Thank you. I'll try to explain these here in point, to point to what I'm talking about at the time. This is alternate#1, this is alternate #2 under consideration. Alternate #1, as you see, starts about 340 feet north of the intersection of North River Road and Pleasant Valley Road. It extends here in a southwesterly direction, across the river, about 150 feet east of the present bridge. We put a slightly curvey line in here to try and eliminate the right-of-way conflicts and it crosses on over here across the railroad. Epps Lane in this case as you see here, it crosses down here and we put in one concept to lay out here , how this Epps Lane are could serve these people on down here. Now that's one approach to it, with the available right-of-way, we don't know if that's necessarily what the final design will show. It has some problems which we need to work out and as you can see it's rather tight right here in the corner. Whether that's the ultimate solution or not, but it's an idea, the method which we'll go about serving the traffic. Alternate #2 on the lower map here starts a little over a thousand feet north of the intersection with the north river, stands here, southwest of the (garbled) and roughly parallel, parallel to the present bridge, just east of where it (garbled) south side. In any case...in each case we'll have improved railroad signilization on the south side of the river, a signal would be put in Highway 20. Other aspects, the...as most of you know you can't see up the hill from the northerly end here...if this turns out to be the design alternative, some work...in any case some work will be done on that section of road in order to make it so your sight distance down the hill is improved over what it is now. This could be done, either part of this project or done by other means by the county and the time it takes could be up to 2½ years before we complete the project. I think that's really all I have.

D SCHULTZ: Again I'll ask if there's any cards to be turned in, anymore? So if you'll raise your hand the state highway gentleman is coming down the line on either aisle, and will pick them up from you. Thank you. The next gentleman to speak tonight is Mr. Perry Crosley, the senior right-of-way acquisition officer from the Oregon State Highway Division.

PERRY CROSLEY: Both alternate #1 and alternate #2 require some real property to be acquired for the right-of-way. In alternate #1, about ten parcels of real property would need to be purchased. One of these parcels includes a single-family house. In alternate #2, about twelve parcels of land would have to be acquired and three single-family houses would need to be purchased. One of these homes is presently used as a foster care home. Also a portion of a building, housing part of a manufacturing enterprise would need to be pruchased in the case of alternate #2. We estimate that it would take about twelve months to purchase the needed real property for alternate #1 and about sixteen to eighteen months to acquire the necessary right-of-way for alternate #2. The estimated time for acquisition of the right-of-way would permit adequate time for appraisal, acquisition, and relocation. No person lawfully occupying real property would be required to vacate his property without at least 90 days written notice. The displaced person would be notified again, thirty or more days prior to the date the property would have to be vacated. The thirty-day notice would not be given until the property owner had been paid for the property. We believe that adequate replacement housing is available in the community here and it would be possible to relocate the displaced persons during the estimated time mentioned. Also, to the best of our knowledge, the replacement housing would be decent, safe, and sanitaey and open to all persons regardless of race, color, religion, sex, or national origin in accordance with U. S. Department of Transportation Order #5620-1. An explanation of the right-of-way acquisition process is contained in the leaflet entitled "Acquiring Land

for Highways and Other Public Projects". This leaflet, which we have available right over there, here tonight, contains information regarding public hearings, the appraisal procedures, the definition of market value, the procedures for acquisition, handling payment for property, and an explanation of eminent domain. Another leaflet, which we have over there, entitled "Moving Because of the Highway" and it explains the benefits of the 1970 Uniform Relocation Act available to relocatees on a project. For residents, both renters and homeowners, there would be available relocation benefits such as rent supplement benefits, down payment benefits, or purchase money additive benefits. In addition there are moving payments and incidental and closing expenses on the purchace of replacement housing and interest differential payment on mortgages for residential relocation. If a business was to be relocated, the property owners or the business tentants could be paid for expenses to search for a new location and in lieu of a moving payment, they might...a like to receive a payment based on the last two years annual income, not to exceed $10,000. These relocation benefits are in addition to payments for the real property. All relocated individuals or businesses would be eligible for assistance from the displacing agency to help lessen the impacts of a move. The relocation benefits, along with an explanation of procedures for making an appeal in the event of dissatisfaction with any part of the relocation program, are contained in the blue leaflet, "Moving Because of the Highway", which is available over there tonight. It is important for you to know that eligibility to receive relocation benefit payments is not complete until negotiations to purchase the property have commenced or a notice to vacate has been received from the state. The right-of-way acquisition and relocation program for this project would be under the supervision of Mr. Jim Dixon of the Oregon State Highway Division, and his office is located at the East Salem Highway Building, 2960 State Street, Salem, Oregon; telephone 378-2641. Thank you.

ED SCHULTZ: Now comes the part of tonight's program which is open for the public's input. One last time is there anyone who has not turned in a card, who wishes to speak? Seeing none, we'll go to this...we hope we have taken the cards where you have indicated yes or made no indication of whether or not you wish to speak.

UNIDENTIFIED WOMAN: May I ask a question? If someone has not turned in a card to ask to speak, (garbled) to come up and ask questions even though they have not turned in a card?

ED SCHULTZ: You mean to ask questions of the speaker or ask questions afterwards?

UNIDENTIFIED WOMAN: Of a statement that has been made. If you say you're taking us in alphabetical order, maybe someone that has a name after mine might say something that others have a question. (Garbled).

ED SCHULTZ: We'll try to provide that for you at the end when everyone else is done and to give you an idea of who the last name on the list is, it's Ruth Wright. Yes mam?

SHARON SIMS: I have a question. Is there anyway that, I know there are many of us who are (garbled), rather than having to hear combinations of statements all evening, is there any way to separate this with the pros and cons on one view and then on the other. It seems like it would be better organized. Is that possible?

ED SCHULTZ: If you wish, there's some people that have indicated they are speaking on behalf of others. We encourage them to do so but at this point we wish to let everyone have a chance to speak and it's not structured at this point as to the pros are yes and the cons are no because we're talking so many alternatives.

SHARON SIMS: What I'm saying is, is there any way that anyone who wishes to speak on proposal

#1, speak at one time, and anyone that wishes to speak on proposal #2 at another time since we're talking...that's a large part of the discussion.

ED SCHULTZ: Well, there are...I'm sure that each person will be entitled to give his position. We have not broken the hearing up into one group versus another group. I think we'll go ahead and go through it and by allowing the questions at the end, we will try to do that. The only limitation on questions on the end will be that if you've covered the ground once, that will be your chance. You won't get to go over it again and again. But we'll try to ge as generous as we can in allowing everyone to get off their chest everything that they wish to say. With that, I'll start with the first name, ask him to come up, because the tape recorder is on, you may get a signal to please stop while you're talking and that's only to allow the young lady to turn the tape over or to put in a new tape and then you're ready to go ahead again. That's the only restraint we'll place on you. We would appreciate it if you would make your remarks in a loud enough voice so everyone can hear you and to stick to the subject matter of the hearing. Mr. James Black.

JAMES BLACK: I favor alternate #1 for the following reasons: it eliminates the bottleneck at White Electronics, both for the people trying to get into Whites and also for those going on by. In my estimation it gives a superior approach to Pleasant Valley Road, especially in winter time on snow and ice. With all the growth that is taking place on the north side of the river, I think that it behooves us to look far enough into the future and plan a site that will still look good twenty-five or more years from now. I certainly feel for anyone who must relinquish land for whatever site is decided on but it's something that you have worked for and to varying degrees have built your life around. However, in a democracy we need to work for what is best for the most people. I will be greatly suprised if a new road over the hill to McDowell Creek is not in the too far distant future and if

so, I will be directly affected. I probably won't like it, but I can understand how it may be needful and can accept it and I hope that that's what we come up with tonight.

ED SCHULTZ: Jim Branch.

UNIDENTIFIED MAN: Can I ask a question first? Does he work for Whites Electronics?

JAMES BLACK: No sir, I work for Willamette Industries.

JIM BRANCH: Yes. My name is Jim Branch. I'm with Branch Engineering out of Springfield... they can't hear me...talk right into it. I'm Jim Branch with Branch Engineering out of Springfield, Oregon. I've been retained by White Electronics to perform a traffic safety study of the two alternatives that we're looking at tonight. My... I've prepared a report, have got four copies I would like to submit to the hearing's officer tonight. Most of my presentation is geared towards the transparencies I intend to show so I'm going to be over there and I'll try to speak up. Everything I'm going to say tonight will be included in that report. Okay, the first, I don't know...I don't think it will be very easy for anybody to read back there but this illustrates the composition of traffic out on the Pleasant Bridge today. We counted the traffic volume and also observed traffic movements in the area for an eleven-hour period in March of 1980. From this data we were able to find out that approximately 95 percent of the vehicles crossing the bridge are automobile trips. Approximately three percent are trucks and busses combined and the other two percent are motorcycles, bicycles and pedestrians. This diagram, figure #2, represents the traffic distribution...how traffic flows across the bridge. Where is the bridge traffic going to the north and to the south? From this we can see that the heavy bar line, here...this is the bridge area here...and on up through Pleasant Valley Road, North River Drive. You can see that the major desire of bridge traffic is

to continue north on Pleasant Valley Road. Also, there's a heavy movement towards North River Drive. The combination of that traffic represents approximately 82 percent of the total traffic that crosses the bridge in 1980 from our count information we have. The other sixteen to eighteen percent, approximately eighteen percent, is included in the access from Whites Electronics, Epps Lane and other residential properties in the vicinity of the project.

UNIDENTIFIED WOMAN: For sixteen percent (garbled).

JIM BRANCH: That was taken on two separate days. On a morning on one day and an afternoon on another.

UNIDENTIFIED WOMAN: Saturday and Sunday?

JIM BRANCH: No, that was during the week day.

ED SCHULTZ: At this point if you would save your questions until either one, you speak or two, at the end, then we'll let each person go ahead with his or her presentation and then we'll finish.

JIM BRANCH: Okay, this diagram illustrates the process of classifying different routes based on mobility versus land access. This is taken from the highway function classification concept criteria procedures from the U S Department of Transportation. Now this illustrates that as the mobility function of a route increases...we're looking at classifications going up from a local residential, which is basically land access in this area, up to into a collector area and into the mobility where the primary purpose of the route is for traffic movement, not land access. You can see what we've just discussed, approximately 82 percent of the cars passing the bridge structure and the connecting roadways...that gets us into a classification of the Pleasant Valley Bridge to an arterial classification. If most everybody is from this area I'm sure you are aware of some of the congestion

problems that occur in the area. From our account information that we were able to obtain in addition to our observations, from about 3:30 p.m. to 3:45 p.m. every evening and that was three evenings that we checked, we saw a line of cars extending basically from the Santiam Highway into essentially Whites Electronics and in some cases beyond that. It's approximately a fifteen minute period peak when this occurs. This table here illustrates the accident summary of this section, this was published by the highway division. I've got a copy of it and I thought it would be of interest to you to see tonight. Over a 5.7-year period, eleven accidents occurred on the projection section of Pleasant Valley Road. That's approximately two accidents per year. No fatalities occurred. Eight of the eleven accidents were either fixed object or head-on indicating that it was probably or related to road-way conditions such as road-side objects, narrowness of the road, or alignment, vertical or horizontal. I think it's already been pointed out...some of the relationships between the alternatives...alternate#1 begins with an eleven degree curve here, about a 4½ degree in here, and about a four degree. When you add them up, you come up with about 19½ degrees. Here, we're looking at a curvature of an eleven curve here, and an eleven degree curve here, and an eleven degree curve here. When you add it up, you getting about thirty-three degrees of curvature versus nineteen with this alternative. It's pretty obvious from just looking at it, that it is a little bit...the curvature is quite greater with alternative #2. With the eleven degree curve you can expect speed of about forty, forty-five miles an hour along those routes. Today the speed runs between twenty and twenty-five miles per hour for that section today that we were able to determine. This last table on this sheet illustrates the accessibility comparisons of the alternatives. Today north of the bridge, there are approximately sixteen access points to the subject section. That's drive-way accesses. With alternate #1, there would be five or six access points. With alternate #2, six access points, drive-way access points. You're very close with all respect, alternate #1 and

alternate #2. The difference of course, is in the number of vehicles that access the route under alternate #1 and #2. We're estimating that in the furure there's going to be approximately 1,000 cars per day accessing the existing alignment if just that were improved, or that alternative taken. With alternate #1 there would be less than 100 accessing the route via a drive-way or an uncontrolled intersection. With alternate #2 there will be about 940...is what we estimated and that's due to Whites Electronics essentially having direct access to alternate #2. This diagram illustrates some of the accident related information based on geometrics. This is related to alignment, you can see that over on this side the bars are quite low. This is a level tangent section through here. As you add grades, over five percent, you can see it increases. When you go to curves over five percent, it goes farther and the combination is much greater. What it's telling us is that when you add grades, when you add curves, you're going to get more accidents. Okay, this illustrates the comparison of accessibility. What's the impact of accidents on...related to accidents? We can see that if you have full controlled route, you can...the bar only goes up to about here. Whereas if you have a completely uncontrolled drive-way type access, you are going to see the difference in the accident comparison. It's much higher. Therefore, it's very important...and this is one of the single most factors in accidents and in the cause of accidents, the accessibility to and frome the route. My final illustration, (Boy, did I get it backwards here?) There we go...what we found was that with alternatives #1, we found two problems that we saw with it. Number one, the access at the intersection of that we saw with it. Number one, the access at the intersection of River Drive and Pleasant Valley Road, this would create a five-legged intersection. We propose study options that the highway division and the county considered as alternatives to that connection. One would be to shift the route about fifty to seventy-five feet or the connector to the east accessing via River Drive. Cars would then pull out froms Epps Lane onto River Drive, come to

a stop sign, then pull on into traffic, and go on into town like must do. The other alternatives are less desirable but still a possibility. That is a connection directly to the new alignment if this alternate were chosen and that would be about 300 feet south of North River Drive on the new alignment. One poses a grade of approximately thirteen percent. The other poses a grade of, with a little bit more of a curvature, of about ten percent. Either one would require a new right-of-way. That would be the grade as proposed on that map over there...is approximately thirteen percent. So they would be comparable. The other problem that we've been able to identify with respect to alternative #1, is the crest verticle curve. As you begin up the frive on Pleasant Valley Road, you hit the crest curve, then it benches and you go on up on another steeper incline. With this alternative we recommend, and as I understand it, the County is already considering doing this, is eliminating this crest curve to provide better site distance to the residents along here as well as to vehicles entering the intersection at North River Drive. The thing I might mention here with respect to access with this particular alternative, as I indicated we're talking about greater speeds on this route but we still have a problem down here with access directly to a route. So we have approximately twice the speeds and that has the potential for accidents. In summary, we believe that we prefer alternate #1 because it is the straightest alignment, it would have the safest traffic conditions statistically according to the design perameters, would provide the best level of service for the majority of the people, and have the best access management plan related to reducing the number of vehicles accessing the route. That's all I have.

ED SCHULTZ: The next speaker andif you'll bear with me, I hope I pronounce everyone's name correctly or at least come close. I think it is Dale Burnett. You do not wish to speak? Okay. The next one is Glen Burnett.

GLEN BURNETT: If you don't mind at this time, I will send my comments directly (garbled) in this

letter because I can see it would only cause controversy and a series of rebuttals which takes up unneccessary time, but I would like, if I may, to ask the gentleman a few questions?

ED SCHULTZ: This is your time, ask.

GLEN BURNETT: How are we going to take care of (garbled) Whites Electronics on the alternate #1 better than alternate #2? What are they going to do, swim the river or what? It seems to me like 100 cars is 100 cars regardless of which route. They gotta get in there sometime, someplace, someway. Ant then the second one is, what is the advantage in either route regardless of which route? If a car has to come to a stop, looks to me like the route presents the slower traffic would be easier to break into the (garbled) then a fast moving (garbled).

JIM BRANCH: The preferred access control is at an intersection where you can chanelize the traffic, control it with signs, do the necessary channelization that you need to get the best control. In the case of a drive-way access, it's private, there's no control by the public agency, and there's no means for improving site distance if that's needed, therefore, the situation is better publically controlled access so they can channelize traffic.

GLEN BURNETT: In other words, then, you're not going to have any control access, only on alternate #1? And if not, why not?

JIM BRANCH: Well, alternate #1 controls one of the major traffic generators in the area, that's Whites Electronics. That generates something like 400 trips a day, today. In the future it will generate approximately 800 and the desire there is to control that access. In all the access management plans that I have and I'll gladly give you one here to read, it's produced by the Department of Transportation and they spell

out exactly the situation where you want to take a frontage road system and turn it in for a major generator like an industrial or commercial development. This is exactly what they are talking about and alternate #1 does exactly that.

GLEN BURNETT: The point I'm trying to get through my head is, if you're going to have a controlled access for all the traffic on alternate #1, why can't you also have the same controlled access on alternate #2?

JIM BRANCH: Because, well, for instance, Whites Electronics runs directly to it. You cannot control that access. They have a legal right to it.

GLEN BURNETT: Well, don't they on #1?

UNIDENTIFIED MAN: I thought the state law was that before you ride out any entrance to a thoroughfare, you have to stop.

JIM BRANCH: If there's no law that states that they have to sign it, or chanelize, or anything like that, no. Although...

GLEN BURNETT: You can't go out of your own driveway in town or any other place according to state law without first stopping.

ED SCHULTZ: Do you have any other specific questions? If not we'll move...thank you sir. And just as a reminder, ten days from today, if you'll have it in writing. Thank you very much, sir. The next gentleman is James Carpenter.

JAMES CARPENTER: Yes, it seems like everyone is talking about Whites Electronics but none of those people live on that road. They all go to work there, they leave, and they forget about it. We live on that road, and I've seen accidents after accidents on that

road. A mailbox gets tore down, I've pulled drunks out of the ditch and everything and I want access, too, because that gets completly away from my house. I don't have to worry about any drunks running over my kids or in my ditch to pull them out or nothing. Whites Electronics...they go to work and then they leave and that's it. They don't have to worry about nothing else after they go home.

ED SCHULTZ: Next, I hope I pronounce this one right...Doranian Erickson. Okay, you hadn't marked either way. Thank you. Next Robert Erickson. Same thing, thank you, sir. Next, Betty Gillespie. I live up on Marks Ridge. I've lived there twelve years and in the twelve years there has been forty new homes built on the main road going up to Marks Ridge, to the end of my driveway. That is not counting any of the houses that are being built off the main road. Right then and there you figure out, okay, that's two cars per family. That's eighty or more cars just on those forty. Now we say we're going to go alternates here. Alright, I like alternate #1 for one reason, the approach to the bridge. I have seen accidents on that bridge, I myself have turned on that bridge because of the weather conditions in the winter time. When you have to turn...well, being up on Marks Ridge, by the time we get down to the bridge we're all "turn happy" anyway. But still you have to turn so many times to approach that bridge in the first place and then you have to turn when you get on the other side to the city. The bridge itself is so slippery in the wintertime and it's so easily iced up. I came down this afternoon and asked what condition of a bridge are we going to have when they tear this one down. I've seen some better bridges in the boonies. How many people and...let's face it...how many times have you gone over that bridge and when you see more than two cars, you automatically stop on either side of the bridge? I have seen trucks go over that, I've slammed on my brakes because I've actually seen that bridge go down. I've seen log trucks go over it, which I guess they should do, I don't know. I've seen dump trucks go over. We need a bridge and we need it now and I'm sorry

we have to wait 2½ years for it. I don't know how this is going to last 2½ years but alternate #1...the one route...they were saying about Whites Electronics. I would rather have that, so that when I wanted to go into town I didn't have to wait for fifteen or twenty minutes for them to come out of Whites Electronics because there are times that I have hit and I try not to when they're either going to work or they're coming off work. Now they have another shift on at Whites Electronics. Now, you got to figure out another...don't miss their shift, period ...because they will not stop. You may have the right-of-way, but God help you, you better stop and give them the right-of-way because they swing out, because they are tired and they want to go home and I have, myself, waited on this here route here...you would not wait...let Whites Electronics wait. We live on the road. They come there to work, let them wait for us. That's all I have to say.

ED SCHULTZ: Norma Graham.

NORMA GRAHAM: Hi, I think I know most of you here. I live out North River Drive, which is a little ways, a mile and a half away from the bridge but the thing I'm going to get on is I see only two alternatives here and I'm wondering why we haven't got a third. And I know a lot of us out in our direction wonder what has happened to 18th Street alternative. No one has brought it up in the last year. A couple of years ago it was mentioned, it was first under the table. To me that is the easiest access for everyone, for Whites, for all of us that live there. It would be easier for the workers in town which I'm counting, the mill workers and even the workers in the various industries in town. It gives us easier access for our emergency vehicles. If any of you have had to call an ambulance or the police out there, you know how long it takes them to get there. In winter it is about three times as long. Also, looking ahead, even say ten or fifteen or twenty years from now, we're going to have to have water there. I cannot see water lines and sewer lines across Pleasant Valley. We've already done one study for a gentleman and running a water line

across that river. It is very, very expensive. We need more than just one access across that river. We have now the dam and Pleasant Valley. When Pleasant Valley was being worked on, we had to go all the way to Foster, all the way back to town. That is an inconvenience for all of us, I don't give a darn who you are and it just seems silly that we've talked about all these curves and accesses and everything, which could be eliminated by having somebody study that 18th Street bridge and finding out why.

ED SCHULTZ: One minute. (Changed tape over)

NORMA GRAHAM: (continued) The thing is, there is a traffic light already at 18th Street. That would eliminate the cost of putting one on Pleasant Valley and Highway 20 which I could see some of those speeders and if any of you have listened to the police calls you know how many we get coming right through; they're going to ignore any light that goes through there. There's not that many houses over on Clark Mill and 18th that would cost that much to buy. Now that would be up to the city and the county or whoever does the purchasing of right-of-ways. We have a field on our side of the river over there, which the gentleman will give a right-of-way to that. There's three houses sitting there that by purchasing the right-of-way on the firld would not damage or would not even have to hurt the gouses as far as buying right-of-way from them. And another thing, when I came here, I've lived here about twenty years now, and about fifteen years ago I understood there was appropriated some money for an 18th street bridge and I've never been able to find out what happened to that money. Now I mean it's been very, very puzzling to me. I've asked a lot of people and nobody can answer. They all know the money was there but where's it at now. To me it seems silly for either one of these when you could build a much cheaper dam for what little traffic it is going to take when an 18th would take about 90 percent of all the other traffic. Thank you.

ED SCHULTZ: Evelyn Hathaway. Thank you. Edward Hirschi.

EDWARD HERSCHI: No, I don't think I'll say anything.

ED SCHULTZ: Thank you, sir. Jim Jess.

JIM JESS: I feel a little awkward up here. My name's James Jess, residence is 1020 Pleasant Valley Road, although I haven't lived there for about the last eleven or so years, currently a Major, U.S. Air Force, Cairo, Egypt. I feel my mother has a pretty good interest in where the road goes and I'd like to say on the outside that I'm an advocate of the grand proposal that was just mentioned two minutes ago. It looks to me like the best alternate listed tonight. A couple of things that I noted as pretty interesting is the long disertation that was given on the degrees of the curves and the degrees of the grade and the amount of accidents. Whether you go past the proposed site in either direction, and I just made a couple of quick calculations here...that the average speed on the curves on the north river route is about 11.25 miles per hour with several 90 degree curves and so it doesn't do a whole lot of good to straighten these out. The most or the highest accident rate is of course, is associated with speed and both routes tend to increase the speed on the North River, Pleasant Valley Roads. So, how are we going to keep down? Most of the accidents, just as an outside, most of them were caused by, as you would think, people coming out of Whites and other people running into those people; but people that fell assleep or were drunk or just lack of attention, so it's really not a problem in that sense there. I suppose the last thing in closing is that the controversy on the bridge is not new for sure. It's been going on for as long as I can remember, for over twelve years, anyway. I would like to see, probably an end to that come out of this meeting, hopefully. Thank you.

D SCHULTZ: LaDonna Jess.

LaDONNA JESS: I'm LaDonna Jess at 1020 Pleasant Valley Road and my son has...almost all of it (garbled). I would like to just correct a few statments that were made in the paper. Mr. (garbled) column a week ago stated that the property on the back of my place wasn't of much value anyway because it's on a slope. If you step out my door you'd find out that we bought on the hillside, it's all on a slope and we feel that we can build a bridge without hurting anyone's property. I think someone had made a statement that I brought the property across the road because (garbled). That is not true. We did not know this other peoposal at the time we purchased the property. At the time that we were talking about the one proposal and it's going to take (garbled) I bought the property in case I'd have to move my house across the road. I feel that, I hope that we can settle this at this time. I don't like the statement that Mr. Vandiver (garbled) made about the commissioners getting their hands dirty and disregard the citizens and do their thing. I think that the commissioners feel that they represent the citizens that they also do their jobs to the best of their (garbled). I am against proposal #1 because (garbled). I just found out that instead of 400 cars passing my driveway that would block me in, so that I would not have direct access, it's going to be 800 and that would be almost impossible as far as a complete direct access. I would have to wait for all of these cars to go past so I could get to a stop sign, the same stop sign that they would be blocked up to from their place of business to try and get out on the road. Mr. Grafe has said that they probably will not do anything about that crest on the hill coming down and that is going to be an obstacle as far vision up the road to pull out from the stop going across the bridge. (Garbled) I've said that there should never be a direct road coming off that hill. It would become a speedway and there would be more accidents coming off that hill, if they're speeding across there. As far as it now bothering me going behind my place...my family room is in the back, my bedroom is at the back side and I would be affected more from the roads at the back (garbled). I do not

feel that we need to go either route and just get a bridge built, I think it is a right move. (Garbled). I know one thing that has come up from this. I have become very, very acquainted with our county officers and some of our state employees state representatives (garbled). Thank you.

D SCHULTZ: Duane Norrie.

DUANE NORRIE: If it's okay with him, I would like to yield to Jerry Wright who has prepared a statement.

ED SCHULTZ: Well, Mr. Wright also has a card in here and we will be getting to Mr. Wright. He will get his turn. Is that alright with you, sir?

UANE NORRIE: Okay.

D SCHULTZ: Do you want to have anything else to say, sir?

UANE NORRIE: Maybe later.

D SCHULTZ: Okay. Alex Reise. Yes Sir?

LEX REISE: Do I have to come down there?

D SCHULTZ: I'm afraid so, sir. The microphone may not get you from there.

LEX REISE: I'm here for neither side. I'm here strictly as a citizen. I can't see the need for either one of these. I can't see the need for anything that spends money, taxpayers' money. They say a million is allocated here, a million and a half is allocated there, out of funds. Well, I help put those funds there and I object to spending any money for either one of these. If I had my (garbled) I'd take #1 but I think the lady here that says 18th street, still is best. For my money I'd say leave it as it is. Put a new surface over it. I can't see spending any money.

We're already taxed to the hilt and anytime you get state and federal people in it, you've got hooks that you don't even know about it and as far as traffic coming on to the street that young man here decided on...if you've ever been to a factory town, you've got it. When the factories let out, you've got traffic and you know it and you stay away. That's all I have to say. For my money, I don't think either side should go. I think #2 is better than #1, much better.

ED SCHULTZ: Lily Schultz.

LILY SCHULTZ: If I may, I would like to put mine in writing.

ED SCHULTZ: Thank you. And for the benefit of the record, no relation to the hearings officer. Sharon Sims.

SHARON SIMS: I'm Sharon Sims and I live adjacent, just to the east of the place that Mr. Brandt suggested that we move Epps Lane approach, fifty to seventy-five feet. Where it is now, I have a small road connects me to a road that is a private road coming from Epps Lane. The approach that they now are showing for Epps Lane people would be almost immediately beside that road. I have small children...I have a small child and an intermediate child. Right now I can't even open my family room door for the noise...ah noise no...for the dust right now at this time of year. If several people squirrel in the middle of the road or do anything out there, I'm eating their dust. When you change, as it is now, when we bought our land, we wanted something that was rural but very close to town, but we wanted that rural, peaseful setting without a lot of traffic. You may put a stop sign immediately next to my home and several others of the rest of us but yiu're adding 800 more cars a day in the next few years. Right now you're adding 400 more csrs a day. You're adding a direct access over a river for small children. There are several small children immediately next to that river. I know every parent does their best,

but you're adding a lot more traffic. I personally in listening to people talking, I was curious, I sat there and I thought, Whites traffic. Yes, they do have traffic but you know I've encountered it five times in a year and a half. I don't move between 3:30 p.m. and 3:45 p.m. I don't happen to think about it, I just am not on the road at that time. Their traffic is their traffic. It's pertaining to their business. We would not have bought our home had it been closer to a business of this size than it is and it's a block and a half away. We do not mind...I do not mind channeling my day around that fifteen minute span. I've got twenty-four hours in a day. I don't have to move exactly in that fifteen minutes. I have nothing against Whites...they are a business. There are other business owners who are involved in this also. Their business may not be right there. We'd have on alternate #2 a stop sign that handles all of River Road. According to Mr. Vandiver, I believe, quote, quote...and if I am wrong, please correct me...I believe it was Mr. VanDiver who has been stating on behalf of Whites that they are very concerned about safety. I know that there are people who, have from Whites, will speak about safety. My understanding in alternate #2, is with River Road having a stop sign, having a straight shot at the place of the stop instead of a curve at this time, when you make that change, we are looking to our left, to our right...we are coming out when it's feasible. Whites has the same right to look to the left, to look to the right...they are on a straight shot. You don't have a blind curve any longer with alternate #2, but yet we still have our peace and quite at our homes which is the reason we bought it. I know Mr. Carpenter, I don't think remembered to mention ...I may be wrong on this...but my understanding when we talked with you...maybe I'm wrong...maybe it was another lady...there was another young woman who came over ...Peterson?

ED SCHULTZ: Not her.

SHARON SIMS: Okay, another dark haired, young lady who came over and visited with us and when she was showing us the approaches, the house on Pleasant Valley Road below that initial crest...most of them are going to lose everything up to the front step or the patio. They don't have any yard left. There's nothing, which is not a safety factor, I would not think, if we would have to park a car. As it is now we have problems and as someone said, on that corner we've had several accidents this year and I was thinking back; one was from sleep, one was from drink and one from drink and drugs. I'm talking about the three or four where I personally went out and helped during the accidents. The other two, I was still asleep and didn't see. The industry is fine, I don't mind following after it, but I'd rather not have to have that many cars com up to my driveway. I would have never bought property if I thought that I'd had to compete everyday with that many cars right beside my home. There's no place even for them on Epps Lane to make that jag and get stopped without backing up and backing down the hill on the ice. Good luck. Coming off the hill in the ice, you can't even get up the hill in the ice! How are you going to stop coming down the hill on the ice? If you take the crest out, you can do it. But it's not going to be extremely easy. I just feel that the safety promotion of the moving of a building, I don't understand the courts of law. I know for the last fifteen or twenty years when we did (garbled) building with Whites buildings that they have built and with our right-of-way...I may be wrong but my understanding is that now there is a court case in action over the building that would have to be moved. Please correct me if I'm wrong, that's fine. I don't pretend to understand all this. But if one of us...we would not build a building without permission because we would be told to take it down. As a single home-owner we couldn't get away without it. Let's play it fair all the way. We don't want to hurt anybody but we bought our own homes for a reason and we're the ones getting hurt, I think, personally; my opinion. Thank you.

ED SCHULTZ: Mrs. Spurgeon

SHARI SPURGEON: Well, I have a lot of things to say as Sharon does, for the reasons that we bought our home, we wanted peace and quiet, we looked for quite a long while, and the quietness was the main objective. Going back to the alternates, I dislike alternate #1 very much because of the speeding down the hill. You're going to be going faster and faster and by the time they hit that bridge, we are going to have accidents, particularly when it's wet or icy or what have you. Also before I go any farther, last year at a public hearing on the same route we submitted petitions with our signatures on them. Are those still in effect?

WILLIS GRAFE: We still have the one file.

SHARI SPURGEON: Are they still in effect? Are they still going to be considered?

ED SCHULTZ: They are not part of this hearing record. They were a part of the hearing record a year ago.

SHARI SPURGEON: Well, it was still on alternate #1. If that is the case...

ED SCHULTZ: Alternate #1 is not in exactly the same alignment as it was a year ago.

SHARI SPERGEON: Then I would like to ask for a delay in these proceedings so that we can re-do those petitions.

ED SCHULTZ: You have ten days to submit written materials from today.

SHARI SPURGEON: All right. Let me get back to my notes.

ED SCHULTZ: I'll give you a reminder at the end of the night.

SHARI SPURGEON: All right. Also, one other thing that I was worried about with alternate #1. We are going to have 28,000 cubic yards of fill in the river that is going to take out one are that is the popular with the young people in this community. From the time that fishing season opens until it closes, that area is filled with kids. The local children in this town that have to walk to the river and this is where they fish and you're going to build this bridge right on their area and I don't think it's fair to town kids that cannot get out. We are using our tax dollars and it does include the children. Everybody is trying to cut down. We hear... everytime we turn on the television or pick up the newspaper that every budget is running out of money and I don't feel we can take the most expensive route. Also this last week on the news I heard that gasoline was going to be a $1.65 by the end of 1980; $2.00 per gallon by the end of 1981; the automobile companies say that we are finished with the large cars; they are smaller and smaller, so why do we need wide roads, wide shoulders on rural areas? Also, with the building of the bridge on alternate #2, it would become right beside Whites Electronics like it shows there. Our proposal also was that with this old bridge removed there is going to be that area in there that Whites could bring their access and bring a new lane in to where they would hit the bridge and it would eliminate all the congestion. We would not have it up here on River Road so there would be no reason to go beyond this area and even reconstructing a road. We don't want to take out peoples' homes. I think most people are like Ralph and I are. You've worked for years, you've saved for years, you've put your down payment, you have a mortgage...twenty or thirty years...you can't just take up and move. Your home is your main investment and we don't want anybody's property hurt. Also, when this environmental assessment first came out, I read it through that evening. It was on a Wednesday, I can remember that very completely. I called Mr. White at his home. I don't think Mr. White knows me but I've known him since I was five years old and I asked if we could get together and make some arrangement for all

of the people in our area to work together and not let anybody be hurt. He was very polite and generous in talking to me. He said he would talk to his management and get back to me, but in closing he did say one sentence that I was very upset with and I'm quoting now. He told me that Linn County was not going to take an inch of his property. Well I thought then that we had no way that we could with him and I don't want Mr. White hurt any more than I want us hurt. Now I would like to back to the environmental assessment if people would help me, and I'm going to ask some questions that were bothering me first. First of all on page one, you said that the project proposal was to replace the narrow, deteriorated bridge with a wider, modern structure on an approved alignment. Why do we have to go any farther? This was the project purpose, was to re-do the bridge. I don't care but we need the road work. I do feel that we could work with the county and with Whites with this new access off from Whites onto the roadway. Also, on page two, they said in initial planning stages that they had considered different alternatives. They wanted to extend across 18th. Ever since I was a little girl, first second, third grade here in Sweet Home, they have been talking about the 18th street bridge but we have never had any public hearing. We've never had anything where we've gone to and put any input into it and I feel that that is a centralized location for everybody in the community. Also talking to the police and the fire, they would rather have the public vehicles go that route. It is easier to get to access in our area, in the Pleasant Valley area. Also, on page 2, again, to restore access for residents located east of the project, they are talking about Epps Lane. I'm losing my train of thought, I'm nervous. That they were going through Betty Stratton's property. We live right...our driveway is right exactly across from her driveway and I do know that Betty Stratton cannot get up and down that road in the winter time so how are we going to get up and down that if it's at least a little bit icy? We have gone out there and tried helping and what have you with this problem. We're not going to be able to get out. I have to be to work by

8:30 a.m. in the morning. I can't wait for sanding crews if it's a county road or what have you. I'm sure my employer would frown on that and I may not have a job to go to. So, I am worried about this access and also we have Nancy McGeorge that lives on our lane and has started it up. They have Epps Furniture truck and that truck belongs on that road and has for over thirty years and on this access they'll never be able to get their truck up and down that road. It will be too steep and unmanageable and particularly in the winter time. In getting back to these wide roads, we are designated as a rural residential, with a minimum of five acres in a parcel so I really don't feel we're going to have all that much growth. We have one commercial business and like I said, it's located in an area where we can get access off from that bridge. Also, on alternate #2, for the bridge route, I was reading on page eleven: if alternate #2 is chosen and the alignment is moved closer to the existing structure, maintenance costs would be lower still and there would be no piers in the river. I don't know about you but I'm very proud of western Oregon and our scenics and all the trees and what have you and I hate to see piers, concrete, rock and what have you put into our river. We're getting too commercialized the way it is. And, fifteen, and closing...I'm finally getting down there...I was reading on page fifteen, they tested the noise levels in our yards and all they had to say in here , that noise levels at this residence will increase considerably if alternate #1 is selected. They go ahead and put down here all of the levels for the areas but they did not say a thing about Epps Lane. We have seven to eight families completely, I wasn't counting Betty Stratton that lives on Epps Lane, and out of five of those seven families that will still be living on Epps Lane, there are at least one member of that family that is under constant doctor's care, they cannot take these noise levels. That's why we are living in this area. That is why we all searched for our homes for such a long time to find them in a quiet area. Thank you.

ED SCHULTZ: Mr. William Thomas.

WILLIAM
THOMAS: I am Bill Thomas from Lebanon. I've been the attorney for Whites Electronics since its inception in 1966 and I recognize that this really isn't an attorney or a lawyer type argument tonight so I'm going to be very brief. I did, because of the fact that I've known Mr. White and other members of the family for a long time and been friends of theirs as well as their attorney, I thought maybe I could be a little bit helpful in pointing out a few of the things, some of their ideas, about this. Now, you've already heard the study made by the engineer, which points out some of the safety factors and some of the things that should be considered. I have some more information a little later. Norm Vandiver has some pictures that I hope you'll have a chance to look at, some viedo-tape pictures of the congestion around plant at various times during the day. I looked at them today and I've been there when this congestion has taken place and when you talk about safety I think you simply cannot ignore that kind of congestion that's there. Now, there is a congestion and it goes with any industry. It happens that this particular industry is one that I think is certainly a good citizen. I really haven't heard anyone say anything tonight against Whites Electronics and I doubt very much that they will because Whites Electronics is a good, clean industry that's provided a good many jobs in the area, supplying the whole area around here with people...I mean with work for them. It is grown, I'm sure they didn't expect when it went in there in 1966 and put in a few small buildings. They didn't really expect the kind of industry that it has turned into. But even though it has grown in numbers and in size, it still is a clean industry. There's no noise from any operation there except the traffic. There's no polution of any kind and it turns out instruments that are a credit to the whole locality. I say this because communities all over the state are trying to find this kind of industry. Lebanon just turned itself in-side-out, as you know trying to get Techronics to come into the lebanon are because it's pretty much the same kind of industry as this. Now, I didn't come here to defend Whites Electronics, that's not needed. I just wanted to point out that it

is an industry that's well worth preserving. What's more, as I understand, there is bound to be more expansion. The kind of market it serves is one that's going to be needed for years to come, or very likely so, as the price of metals go up. The demand is greater for the instruments and it probably not unlikely, and this is just my own conjecture, that it will double in size before long, double the congestion. This is what gois with the type of thing that makes communities. If you had a choice of going out and picking an industry that would serve this area well, I don't think you could have picked a better industry. Now I say that, not because that entitles them to any special favors, and they don't want any special favors. I say it because it's something that we have to live with. If we buy a home or a building site and an industry happens to be in that area and happens to grow, we all have problems. If there has to be a new highway, people are going to be displaced and moved just as provisions made by the highway commission here...to make provisions for displaced persons and there will be some either way you go on t his. But the important thing is that it is an industry, it's a congested area, you couldn't pick a much more congested area, and I ask you to keep that in mind when you talk about putting alternate route #2 right up against their door where 250 people now have to go in and out everyday and maybe 500 in a couple of years from now and maybe even more later. This is, to me, one of the things that the people who make the decision on this, can't really make it a popularity contest. They canpt really make it a determination of votes. They must make it on a determination of engineering studies and feasibility studies and I think, above all else, the question of safety. Now, I want to say this, too, this really is not a matter of economic concern, in my judgement, as far as Whites is concerned. As you know their business doesn't depend on drop-in traffic. It depends upon their...their instruments are shipped all over the world, they go out from that site. Access to or from doesn't mean more business to Whites. The access question relates to the question of their employees. The safety of the people who work there and the safety

of others who come in contact, we hope not too forcefully, with the people who work there. Whether we like it or not, as someone else said, when you come out of a plant and you're tired, you want to get home, you may be just a little bit careless. Maybe the person who's late for work going down from Pleasant Valley, is also going to be a little...in a hurry. So what is being proposed here? Now Whites have actually lived with this situation for a long time. The one that is closed to alternate #2, the one that winds down around their pland and creates the congestion that you've all seen and you can see on the pictures, if they have an opportunity to present them tonight. No, alternate #2 just straightens out some of the curves but it still goes right by the door of this congesting industry. It takes off a part of one of the buildings and the access through this whole arterial route and the people are going to travel fast on this as well as on this, perhaps a little more on, I'm referring to #1 to down here. Coming on to this is a direct access from Whites Electronics. Now that means those people have to back up in there every day and wait for an opportunity to pop out here. There is still a curve here and a substantial curve here, almost at the identical point where they enter that stream of traffic. Now, you have several hundred doing that and you simply multiply the problems, as far as traffic is concerned, and I'm referring to the engineers on this and I think their studies bear me out on this. Whenever you put them out here, you simply add to that congestion. Now, it's not a perfect plan to bring them up to another controlled intersection but it's certainly a lot better than putting them down here where it's not controlled. Now, as one gentleman said here a little earlier, it's true, you stop before you go on there but there's no requirement to Whites to control these people as they come out. Indeed, they couldn't very well. These people are on their own as soon as they're through with their job. Instead of bringing them all on here, we think it's much more feasible to bring them out, bring them up to this intersection where they're required to stop. Now there's still going to be a lot of people, but you've taken away from this congestion area

and if the next five or ten years, it becomes more congested, it's still less than a problem than it would be right now. I think really the main thing I want to say, and I don't want to touch on all these points because it would take too long. The main thing I want to say is, my honest belief, that White Electronics principle concern here is the safety of their employees and of the other people who use that area. They have a good safety record in their plant. Their principle source of danger to the people who come there, is the fact that they must enter in a more congested area as time goes by, and perhaps a speeded up area when...if you were to put on alternate #2. As I say this is not something that's going to increase or decrease the business of Whites. It's one of the necessary things that goes with a business and industry. I think that we are all fortunate that there is an industry of this kind in this area to serve it and an interest...one that does have a genuine interest in safety and we submit to the engineering studies and the various other data that you will be hearing more about this evening that alternate #1 is safer. It would make a much better route because there's less curves and to my way of thinking, would be a credit to all concerned. Thank you.

D SCHULTZ: Thank you Mr. Thomas. If there is no objection from the audience, in general, it is a nice, warm room, very warm room. If you wouldn't mind, we'd take a five-minute break so you could get some fresh air. If you do mind, we'll keep right on going. Keep going? All right. Mrs. Vandiver. Representing Mrs. Stratton and Mrs Pearson.

EANETTE VANDIVER: I have two letters to read this evening. The first one will be from Mrs. Pearson. Her home would be located under this section here if alternate #2 is chosen. I also have one from Mrs. Stratton who is located here if alternate #1 is taken. As a citizen immediately affected by Pleasant Valley Bridge proposals, I would like to make clear my feelings about the unnecessary distruction of my home. I've lived in my home for thirty-five years. My life has always been centered around my home

and the grounds on which it stands. Thirty-five years is a long time for one person to live in one place. During this thirty-five years I've worked to maintain and improve my home. I would be making further improvements on my home right now during summer months if it weren't for this type of disorder hanging over my head. Eventually I started taking in elderly people for a livelihood. Currently I have three people living with me. If my home is taken to allow a road through here, I would need to purchase a five-bedroom home with adequate space for my people. I don't believe for one minute I would be given enough money to purchase another suitable house with today's prices like they are. I just plain can't afford to be dislocated. I don't say relocated because we're talking about my home, not just a building. I've worked hard and long so I might have some peace in life in later years. When I've just about reached that point, the county which I've supported all this while is going to try and destroy my home. Let me ask a question. Why destroy my home when there are other ways? Proposal #1 takes only one home and the owner of that home is willing to sell and move. Proposal #2 destroys my home and property, when all I want is to be left alone to carry on undistrubed. If I'm forced to move I just don't know what I'm going to do. Please consider my words. Please don't use proposal #2. That was from Mrs. Lisa Pearson, from Pearson's Foster Home. The next letter is from Mrs. Betty Stratton. As I have to work tonight I will not be able to attend the meeting and express my options on the Pleasant Valley Bridge. This letter seemed the best way to let my feelings be known. As I have stated before, I have been in favor of the bridge project ever since I found out that it would eliminate the hazardous curves on Pleasant Valley Road. I'm happy that alternate #1 or the modified original, will minimize the damage to LaDonna Jess' property. I have heard it said that the home disrupted by alternate #2 are not as valuable as those on Epps Lane. Where's that neighborly concern discussed so freely last year? I'm sure those on Pleasant Valley who have to relocate care as much for their homes as any resident on Epps Lane. Mrs. Pearson

has spent twenty-five years caring for her home and you know she has deep feelings about giving it up. Everyone knows that alternate #2 would disrupt several homes as well as creating an unpleasant and undesirable situation at Whites Electronics. If alternate #1 is approved, one home and one individual would have to relocate, myself. The last time the bridge construction was proposed there was a great deal of talk about neighborly concern. By modifying the original proposal, alternate #1, most of the reasons for concern have been eliminated. Isn't it about time we forgot that original neighborly concern and concentrate on community concern. Those residents against the modified, original alternate #1 have spent a great deal of time and money to further their own desires. One year ago Epps Lane was turned into a dead end to discourage construction of the bridge as it was originally proposed. Why should the people on Epps Land and one or two others put their selfish desires above something that would be a beneficial asset, not only to the entire community, concerned home owners, but also to an industry important to the economy of Sweet Home.

ED SCHULTZ: Norman Vandiver.

NORMAN VANDIVER: It's very difficult to address a subject like this and the wide range of interests that are involved. But I would like to present the position that Whites Electronics as a corporation has. Our first and primary objective is safety for our employees and for those traveling Pleasant Valley Road and on North River Road. Our number two interest and objective would be in the minimum dislocation of homeowners and property. Our third objective would be for the future growth of the community and Whites Electronics in a compatible situation. We have 235 employees today. Eighty-five percent of our employees live in the Sweet Home area. There were comments made about the people leaving Whites Electronics. I live very close to Whites Electronics. I live across Highway 20, right behind the Oregon Stat Highway truck

shop on First Avenue. Mr. White, Sr. lives right next to the plant. Mr. White, Jr lives right up Pleasant Valley Road, so this is not some industry that is oppressing a community that they do not live in and participate very actively in. As Mr. Thomas mentioned, not asking any favors, Whites Electronics has nothing to gain from either bridge proposal except these points that I have already listed, the safety and our future. All of the people in this community have suffered long enough with the congestion and the hazards involved with this present bridge and I certainly feel that it's a timely issue be resolved. When these resources are available from the county, and state and federal government to solve this problem, it certainly seems that it would be almost immoral for us not to proceed as rapidly and expedidously as we can. There's one safety point that hasn't been discussed. In discussing the intersection of North River Road and Pleasant Valley, there is a number of close calls that are consistently happening there right in broad daylight on good conditions of road, people not asleep, not inebreated or any other condition. And that is the corner is cut when you're going from Pleasant Valley, making a left turn up the Pleasant Valley Road. It is just a natural hazard of the road. It's the construction of the road, not a deliquent driver, or a driver that is not in full control of his facilities...faculties, forgive me. The accident statistics were already quoted. I needen't bore you with them again. I have a very short film on T.V. I would like to show you for those of you that are not aware and have not witnessed the congestion that is referred to. It will only take a moment. Maybe if I moved this into the center and move forward. We have been very fortunate. There been no serious accidents at this congested area but many close calls. I will continue to advance this. As a very amusing thing, our employees tend to not stop on the bridge. They don't trust it. They don't like it. It is strictly their own personal feelings. There's no structural reason why that bridge wouldn't carry the cars if it will carry loaded trucks but as you witness right here, they will not venture on there until there's opening at the

other end for them to make a break for it. But it's their own interpretation. These are notstaged or arranged shots. This is a typical congestion of a given day. There's a near miss that will come in the next few seconds here as these cars start to move forward. You will see a car come around the corner that's more less in the blind and have to maneuver sharply to avoid the situation. This is a picture taken from an auto while it travels and negotiates these same conditions. This is coming down Pleasant Valley Hill for those of you who are not familiar. I'm sure most of you are but there are a few here that have not possibly observed this exact piece of road. This is the hump that's talked about that would be removed by the county if alternate #1 were selected. This is the conditions as they are without the congestion. Let me back up for a moment and give you a little something special here that was...These are two youngsters riding down Pleasant Valley Road approaching the bridge. You'll notice that they are on the opposite side of the road. It is in fact the safest area for them to try and negotiate. But their totally invisible to cars coming around the corner. They are going that route to obtain access to the sidewalk that is on the existing bridge. Again they have traversed the road and they're riding on the other side in this given area going up to the intersection. There's a number of freight trucks that enter and leave Whites Electronics properties each day and as you will notice they don't have an easy time of negotiating the Pleasant Valley Road. In studying the environmental assessment produced by the State of Oregon, you will note that this project itself, the bridge, is a clean... it's environmentally clean. THere was mention of piers in the river and fish and things like this but I urge you to study the environmental assessment report. I won't bore you with the facts because it's all there, but believe me...or don't believe me...read it for yourself. It is an environmentally clean project. The environmental assessment studies address every known environment that's involved. The noise problem that I have personally discussed with the Spurgeons is addressed and the facts are there and the measurements made for noise are actually in the

study dnd I'd be real pleased to point it out as to where they were made in the Spurgeons' side yard and the future measurements and the future noise levels have been determined and are in the report for your reading.

SHARI SPURGEON: Norm, since you were answering one of my questions, I asked that type of question for the noise level in our home. I could not find where the conditions would be on Epps Lane in the study. All I found was that ours was 49 at this time but I do not (garbled) even thought they measured it. They just said that it would be considerably higher. But they did not say how much.

NORMAN VANDIVER: I would be very pleased personally to review it with you and I'm sure (garbled).

HARI SPURGEON: I couldn't find it...(garbled).

NORMAN VANDIVER: That's why I'm also offering to show it to you. So you can read it and see. It's in the chart form.

HARI SPURGEON: It isn't on (garbled) where they made their studies. They just said it was considerably higher. I don't know it it's higher to federal standards or if it's going to be federal standards. The federal standard is 72, I want to know if it's going to be (garbled).

ORMAN VANDIVER: It will be way below the federal standard. It will be 52 and it's covered on page 16 in a table and you property is measurement receptor "K" and in none of the alternates is your property affected up to those levels. Page 15, recptor "K" is your residence there on Epps Lane.

SHARI SPURGEON: If it says "K" is our residence, why doesn't it say in here that "K" is our residence?

NORMAN VANDIVER: It does on one of the maps. The map that shows your residence....

SHARI SPURGEON: On page 15 that I was reading. Noise level (garbled).

NORMAN VANDIVER: Okay, the very next page is the map that shows the properties and it identifies them by letters...A, B, C, D, E...on through the alphabet and then the chart on page sixteen shows you what they are. Again, look on the page following fifteen ...page fifteen...the next page is a map and you're "K" on that map. Turn to page sixteen and look at "K" and your residence is below the standards. It is not impacted in any of the alternatives as far as the noise level is concerned. I have a slide I'd like to show you. Could you catch the lights? Bill, go ahead with the slide. I won't keep it up very long. But this slide is an aerial photo taken of the areas that we're discussing. I'd like to emphasize and re-emphasize the clean utilization of (tape unplugged for about 45 to 60 seconds).

ED SCHULTZ: Oh, sorry about that. I couldn't figure out who's it was. Are you on?

LOUANNE WIDMER: Yes.

ED SCHULTZ: What's this man's name? Mr. Vandiver We're ready.

NORMAN VANDIVER: In this aerial photo I'm sure you'll find the locations (garbled). Are you focused back there, Bill? (garbled) In proposal #2 we follow this general route across here, reaching Whites Electronics (garbled). Alternate #1 crosses here and goes across undeveloped properties, goes through this area here where it is not developed

This is the lower edge of the Jess property, right down here. It comes across the Stratton property and connects to the Pleasant Valley Road. We slipped this picture in hopes that it will give you a clear and an objective view of these areas. Sometimes maps don't give (garbled). We have one other slide that would be of interest. This slide is just from another angle to get a good view of the area that we're talking about.

AVE COOPER: Norm, what area is (garbled)?

NORMAN VANDIVER: I can't give you the exact property lines of Mr. White or the companys owners' property but I can show you where the plant is located and the area that it is located on is limited. We fall off to the river on one side, we're bounded by the highway on the other. Actually the river bounds us on two sides. Whites Electronic goes up into a very steep hill. This drops off very abruptly down to this lower plain along the river. We only have this complex here. This is our parking lot area. These are our warehouses, engineering, manufacturing coming through here. This is Mr. White's personal residence. Mr. White's Jr. residence is right up here on Pleasant Valley Road. Thank you, Bill. We have discussed with some of our neighbors and some of the people who live around in the Pleasant Valley area and the arteries that it serves. In our random sampling of our neighbors, 95 percent of those contacted favor alternate #1 with no more than a map and an aerial photo to look at. Our employees in a voluntary survey have given us a 77 percent favor of alternative #1. Our employees are concerned of taxes, just as any of the rest of us are. They pay taxes. They live in the community, so they're not wanting to squander their money on some project either. I also have an aerial photo, an old one that Mr. White gave me today. It's very interesting to note Whites Electronics, even the plant was there before even part of the residences that are being heard tonight. So we're not on an emotional issue of trying to say who's home's the

most valuable or who's home is not valuable. We're trying to choose the best alternative, the best utilization of the properties that are available for the project, to provide the services that are needed. The EIS study bears out the fact that it is a need project. It's not somebody trying to promote something on the community they don't need. As the engineer pointed out, the major traffic is going up Pleasant Valley Road. The 18th Street suggestion may be fine for someone further up River Road but it does not actually serve the Pleasant Valley people up on the hill and going on around there as efficiently as alternative #1 qould. The type of employment that Whites Electronics provides for the community is not provided by any other industry in the community. The closest company that provides this type of employemnt is Hewlett Packard in Corvallis, so if you have family and relation and children, may I tell you a story? I went to high school in Lebanon and you may be bored and look at the ceiling if you wish, but it matters not. I wanted to get into electronics. I studied electronics in high school but there was no junior colleges in the valley to learn elcetronics. There were no electronic companies so I moved to Seattle, spent some twelve years trying to develop a trade in electronics that was salable. I was very fortunate to come back to the valley and find that now these opportunities are available and there's employment here in the valley in those trades. This is one of the things that we offer to the community and that is employment for those of you and for your families in and for your future children that they may not have to choose only the lumber industry. I feel that it is a worthwhile industry and I feel that it will continue to offer very significant employment...employment technical trades that are of interest and value to the community.

D SCHULTZ: Mr. Vandiver, before you close Mrs. Jess had a question.

ADONNA
JESS: Mr. Vandiver, in the photograph that you have, the old photograph. Was the road there when you built?

NORMAN VANDIVER: Sure the road was there.

LADONNA JESS: Was he concerned for the safety of his employees (garbled)?

NORMAN VANDIVER: May I answer you this way, Mrs. Jess? Mr. White lives in Sweet Home because he likes the Willamette Valley, he likes Sweet Home. He's been in Sweet Home a long time. He's chose voluntarily to locate his operation here.

LADONNA JESS: That's not the question. Was he not...

NORMAN VANDIVER: That's my answer to your question. That's my answer to your question.

ED SCHULTZ: I'll tell you what. I don't think we can solve anything with a debate. Mrs. Jess, we've noted your question. We've noted whatever answer. Do you have anything else you want to present? If not we'll go to the next speaker.

NORMAN VANDIVER: There was talk about the grades of the approaches to Epps Lane. Now we'll leave that to the engineers but suffice to say that grading of the present Epps Lane yields it unusable under icy conditions as attested to by the residents. In fact they must take the back door and go out the other way if there's icy conditions so some of the proposals that are being given are just as viable as the present conditions that exist. I thank you.

(Garbled discussin in audience.)

ED SCHULTZ: Just a minute. Everybody to a neutral corner. We'll let...I hope I get this right ....Katie Waldroup?

KATIE WALDROUP: I don't have any fancy equipments or maps or what have you. There's one thing I'd

like to say though, when you draw a noise line on a paper, it's sounds different in your bedroom and i'd like to invite those who project noise level. I live on the corner of Pleasant Valley and River Road. I'd like to invite any one of you. I've got a nice queen-sized bedroom next to the road. I'd like to invite any one of you to come and spend the night as it is now and when you talk about putting 800 plus more cars on a straight shot down the...well, we'll leave it to you. Now, Mr. Vandiver says that they're just strictly interested in safety. He lives on the other side of the railroad tracks so he can be very generous with what goes on in our community. We live in our homes 365 days of a year and as it's been stated before...the workers come to Whites Electronics, they do their day's work, and they go home. They don't have to live with it night and day. We even try to sleep there. We live there and we even try to sleep there and it's hard even at this point. On page ten, if you have your...this is what they say...right-of-way would require land from nine parcels, six developed, one undeveloped homesite, one commercial site, and dropping on down...one single-family home on 1,23 acres of land would be removed, displacing one person, the owner and on down it says, the front yard of two homesites, the backyard of two homesites, and the side yard of one homesite. I wish I could have access to the map that he showed. It fails to say, if you'll turn to map, that's putting the road just on the doorstep of Freida Norris' home, just across the street from us. I got out and measured it this afternoon. There's twenty-one feet from her doorstep to the side of the road as it is now and if you'll look at your plans it draws it right across her doorstep. You go on up to the Ingram property and it shows it's going right along side the rock wall, the rock retaining wall that's there. You look at the Carpenter house, it's putting it right on their carport, so when you say it doesn't affect any other people...that's something that's just kind of been left out. I won't take up too much time since we are running late but I feel like we are really free Americans and I take issue with the comment that I'd like to challenge the county commissioner:

to get their hands dirty and quit leaving up to the citizens. How many people here tonight would like to leave this decision strickly up to the county commissioners? And how many of you would like to leave it up to the citizens? You know when we quit having an input into what's going on, we're getting just a little bit closer to having all of our freedom taken away and I'm more than willing to carry a petition without trying to influence any person in any way to see just exactly how the citizens feel and re-submit it.

ED SCHULTZ: Rodney Wetherell.

RODNEY WETHERELL: I'm Rodney Wetherell. Well, I lived up on that mountain, come down there a lot of times. You take a...set that up like it is...somebody's causing some problems. Whenever you take and you put neighbor against neighbor, it's wrong. You can't ...you're going to cause trouble in the community. The thing is if you build a road...you got two ways. You can build it this way or you can build it that way. You're still going to have that traffic. You've got these people coming out and they're going to be coming and unless they can get on this highway quicker, to get rid of the traffic. They're piling them up and you're going to pile them up there if you don't get them out on Highway 20 quicker. You've got to get rid of them. You're going to have them, either this one or this one because they're going to come out. The only thing that makes sense to me is to get that road across.... get a bridge down there on 18th and pull this traffic over there because a lot of people are going to go. Now you're going into people's lives and the people have lived there for years and years and you're going to disrup their lives and who are we to go in there and disrupt somebody's life? All for the good of the community? It seem like this good of the community is a very scary thing. This country was set up on the rights of the individual, not the rights of the...whole thing...but our individual rights! And if we loose face of this, we're going to have some

problems. We don't want to split our communities up. We want to get them together and when you sit up and say, well, it's going to go across you place and yours. Neither one wants it across. Now that's not right. Who's going to get up and say, "Well, you're going to give up your place." . You've lived there for thirty years but that's tough. Or about the other guy over here. Neither one of you want to give it up. And it's not right to make either one do it. So, let's leave the old bridge there. Let's get where we can get out on the highway and get across and we're going to have to move this town up and get a bridge down here so that traffic will pull down and get away from it. We've got a lot of traffic coming down there and you're just going to still pile it up on that one bridge. We need two bridges. It's growing out there on that side of the river. There's a lot of people there. We'd save an enormous amount of gas right there in just people having to go all this way around to even to get to town. So I personally feel we need to very strongly look in something and get the people together behind something instead of splitting them up trying to make each one...somebody take a fall and that's not right. The way I feel about it is let's get together and say, let's leave it the way it is and talk about accidents....I live out here between Highway 20, out here and it's straight! Man, they pile them up out there and it's straight as far as you can see, so it isn't just because you've got corners that's going to pile them up. Let's get together and work something out.

ED SCHULTZ: Kenneth White.

KENNETH WHITE: Well, I don't think I have a whole lot to add with what Norman and some other people have presented here tonight. I don't know, it seems to be one side against the other, which I don't quite understand. Proposal #1, or alternate #1...that wasn't designed by us. We had nothing to do with it, really. So I don't know why we seem to be the bad guys that are trying to push something through that we had nothing to do with the stop light. Whether you believe it or not, our number

one concern is safety and the number two concern, I believe, should be land access. I don't quite understand why we're the big, bad company that's trying to push something down somebody's throat. Thank you.

ED SCHULTZ: Mr. Wright.

JERRY WRIGHT: My name is Jerry Wright. First of all I'd like to thank Norm for providing us with the video tape because it provides, shows with a shadow of a doubt, the congestion in front of Whites Electronics is not caused by the access onto the road. It's caused by the people waiting to get across the bridge, it you took a close look at the video tape. The real problem we need to solve is to get people across the bridge more quickly and we eliminate a lot of that congestion. The commissioners are still here at this late date and they've been listening closely. I think they've heard that there's a lot of emotion and a lot of controversy and as the man just suggested, neighbor against neighbor, perhaps, about which route to take. The people that would be effected by one or in favor of the other and vice versa, obviously. With that in mind and with the Linn County revenue situationthe way it is, with the timber down the way it is, we would like to suggest that instead of either one...we throw them both out and go back to the drawing boards and make some better studies about what needs to be done before we go out and spend three million dollars, or whatever the exact figure might be, we should make sure what the correct route is. Which one is really best for our community. We talk about one house or the other, that shouldn't be the factor. What is really the best route for our community and what will bet the job done in the best manner? I think if the Commissioners will listen to what's been said tonight, we really don't know which is the best route to take. I think it's time to take another look at it and find out and we're not talking about Whites Electronics against anybody else or any of that situation. Just what is the best route to take that will provide the total area with the best route? If we take alternate #2 and just put the bridge

in and in the project, maybe 100 feet beyond the bridge, it would solve the problem of the bridge and give us a brand new bridge, but it would eliminate all the other problems. No homes or businesses would be disrupted, it would be considerably less expensive because all you would be building would be the bridge and not all that road way and right-of-way. It would be safe because people approaching the bridge from either direction would be able to see completely across the bridge and for the most part it would use existing right-of-way that the county already owns. So what we're saying is let's just have a new bridge, put it adjacent to the current one, and end the project right there, and really that's all that's needed. By the way I'm saving you a lot of time up here because I'm representing an excess of fifteen people so you don't have to hear them separately say the same thing. If for some reason the commissioners don't see fit to have just a bridge, which really is the best way to go, I think they should take closer look at alternate #1 and give it a big strong "no". The same route was proposed and rejected ten years ago as being unsafe, because the traffic would be too fast across that straight route. Alternate #1 also cost more, although not that much more. Alternate #1 also disrupts local residents and has been suggested earlier, several of which are living in that particular area, for health reasons, one reason or another. Alternate #1 would be less safe because of the excessive speed people coming down Pleasant Valley Road and going in a straight shot directly across the bridge to Highway 20. Alternate #1 in our opinion would be less desirable from aesthetic standpoint, also, with a very, vary large fill that would be required, we would end up with a big pile of rocks from the intersection of Pleasant Valley Road and River Road all the way down to where it meets the river. It's also has been suggested earlier, why such a big road? I don't know if all of you have took a good look at the environmental assessment, but what is suggested is a twenty-four foot wide road with twelve foot of shoulder, six foot on each side, and fifteen feet with additional right-of-way beyond the shoulder or a total of a fifty-one foot wide right-of-way,

including road, shoulder, and right-of-way. That is a real wide road for what it's serving, primarialy a rural area, whether it's going to grow or not. I would like to suggest, also, that proposal #2, it's been suggested in the local paper, was the brain-child of the Epps Lane residents. Generally, it was not. We did submit a plan that was similar to that last year. The state engineers played around with it and moved it around a little bit. I now affects considerably more parcels of land than our proposal did and #2 was not our proposal per se. I'd like to summarize this by saying we really think the best thing to do is have a bridge would solve Whites Electronics problems and get their people out and across the bridge more quickly with a light on Highway 20 and it's the best way to go. It would save, however, millions of doolars, it would figure out, without all that additional roadway that would have to be built. Thank you.

ED SCHULTZ: Ruth Wright.

RUTH WRIGHT: I'm Ruth Wright and I'm a little bit concerned with waht's going out there. All evening I've been hearing about safety, safety and I've heard that the county road is not safe and the bridge isn't safe, the curves aren't safe and all I can say is if it's not safe, how come the county hasn't posted some road signs out there? We don't have any speed limit on our curves, they do back in the roads, but right there where everybody's claiming it's dangerous, there's not one sign that tells you to slow down to 25 MPH, 15 MPH, whatever, absolutely nothing. It's really strange that just at the time when this meeting is, that they decide to go out and resurface the bridge a little bit. Pacify us just one more little bit. I mean let's get on with the business. Let's get a new bridge. That's all it was in the beginning, a new bridge. That's all we need. We don't need a new road. We're not a big city. They want to build a bridge there and build that landfill like you see in Portland, across that river. It's a country road, it's a country area and that's what we want it to stay. (garbled)

ED SCHULTZ: Mr. Norrie, you reserved some time. Do you wish to take it now, sir?

DUANE NORRIE: Well, I think it's been pretty well covered.

ED SCHULTZ: Thank you, sir. At this time, are there any organizational groups such as the Chamber, school districts, etc., who wish to be spoken on the issue? The city? Going, going, gone. Yes Mam.

SHARON SIMS: Could I ask a question? Or is that for later?

ED SCHULTZ: This is it. Please announce your name.

SHARON SIMS: Sharon Sims. From what Mr. Wright was just saying about the road, that in fact the road has been fixed to some extent over the bridge at the time. I personally am on my fifth or sixth tire on the right hand side of my own car after one year of seeing the same two holes on the bridge for one lousy year. And my shocks have had to be changed, also. Granted I don't have a new vehicle but I'd certainly like to maintain the one I have. No matter what choice we make and when it is made, while this has been in discussion, last year, they resurfaced all of River Road right up to the discussed intersection of Pleasant Valley and River Road. At that time they stopped while a decision was being made, was my understanding. It doesn't matter what choice we're making...how about fixing what's there right now and keeping it in very good condition until something is decided? Why sould we suffer?

ED SCHULTZ: Mr. Cooper.

DAVE COOPER: Dave Cooper, 41985 North River Drive. I want to ask you a question (garbled) as Mr. Vandiver has suggested, there is no structural problems with the current bridge.

Why doesn't the county give serious consideration to putting a bridge across 18th, reparing that bridge, thus alleviating the traffic problem and also giving better access to that area and from that area into the county?

ED SCHULTZ: I'm not sure I could possibly explain that, Mr. Cooper. You were way beyond my expertise.

AVE COOPER: Could I direct that question to Mr. Grafe?

D SCHULTZ: Mr. Grafe could try.

ILLIS GRAFE: I'll try. Eighteenth Street is a city street. It is not a county road. We have no jurisdiction over 18th street. When this was first looked at, 18th street has a forty foot right-of-way. In order to get a minimum of sixty feet, which the law would require us to get ty state statute, it would take twenty-five pieces of property including twelve homes, which ever side you do, shooting down through between.

NORMA GRAHAM: Have you seen those homes?

WILLIS GRAFE: They're someone's home and I think that is really what's important.

NORMA GRAHAM: I know but you should go there. You would have no trouble getting access to those, no city would.

WILLIS GRAFE: I think to proceed further, to cross that 18th street, we're speaking of traffic which is generated by your industrial employer. Now you say the report's been made that there is no structural damage. Thet present bridge has a very limited life. It's design is what we call an H-15 loading, not for two loaded trucks to be on at one time. Fortunately, the big trucks are only on there one at a time, but it does

not have a very long life. We're hoping that it lasts long enough til we can get it replaced.

RALPH SPURGEON: I've seen a D-9 cat with a blade and (garbled) come across that in April.

UNIDENTIFIED WOMAN: I've seen a log truck go across that bridge.

SHARI SPURGEON: Also, Mr. Grafe, I think.....

ED SCHULTZ: Wait! Time! Mrs Spurgeon I know you're talking. We'll start with you and then we'll go to the other three, okay?

SHARI SPURGEON: July 18th, I remember the date very plain because it was the night of my husband's birthday, Mr. Grafe came down here to our house when all of the neighbors on Epps Lane was there. They were all there and we asked him what the life expectancy of the bridge could be and he said forty more years at that time and I know there were at least twelve to fourteen people in my house at that time that heard him.

UNIDENTIFIED WOMAN: And what he said was, get smart with me and we'll just forget the whole thing!

RALPH SPURGEON: That is right, too!

WILLIS GRAFE: That is a lie!

RALPH SPURGEON: The hell it ain't!

ED SCHULTZ: Mr. Spurgeon, please sit down. The meeting.....

(Garbled outburst)

ED SCHULTZ: Mr. Spurgeon, please sit down. Willis you can sit down. We're going to go back

to go back to neutral. Geez, it hasn't been this way since I've been in the mill. Okay, if there's no other constructive comment, we'll include within the report, a concern about an 18th Street bridge and that will of course have to be addressed in any report that occurs. If there's no other discussion, one last question.

NORMA GRAHAM: If they are going to investigate...My name is Norma Graham and I live on North River Drive. If you do consider 18th Street bridge I would like to know what happened to the $65,000 that I was informed of and I wasn't the only one that was told at the time, that was appropriated for a bridge at 18th Street and everytime I have asked anyone of any authority, as it said awhile ago, I have been ignored completely or shushed.

ED SCHULTZ: Mam, could you tell us at least who you think set aside these funds?

NORMA GRAHAM: Well, I say that's been about fourteen or fifteen years ago and I'm not sure whether it was the state or whether it was federal. But I would like to find out if there's any truth to the rumor. That's what I'm trying to find out.

ED SCHULTZ: I'm sure this is not basically part of the record but to find out where funds may have been set aside fourteen or fifteen years ago, if you can't give us any closer direction than state, federal, or county.....will be difficult.

(Garbled discussion.)

ED SCHULTZ: Okay. Is there anybody else who wants to cover an issue we haven't already covered tonight?

SHARI SPURGEON: May I make one statement? I'd like to make an apology for my husband. He is ill. He is under medication and he cannot stand stress and I'm sorry.

WILLIS GRAFE: Sorry, mam. I should have not reacted. I apologize.

ED SCHULTZ: Thank you, Mrs. Spurgeon.

WILLIS GRAFE: Did I respond to Mr. Cooper's question adequately?

ED SCHULTZ: If there's nothing. Yes, sir?

DUANE NORRIE: I have a question. Since it has been indicated that there is a limit on the bridge break limit, why isn't that limit posted now?

ED SCHULTZ: The only...you could ask Mr. Grafe to respond to you at this time.

WILLIS GRAFE: If you let me stand back up I'll respond to that. It's adequate to carry the loads at slow speeds which I think are always maintained out of it. As I say it is an old design, it can carry at the present date, legal loads. And when we permit across it, we ask them to hold their speeds very low, come across (garbled) big equipment which (garbled). And a lot of it goes across without permit.

UNIDENTIFIED WOMAN: But the bridge goes down.

WILLIS GRAFE: That's probably correct. But when we...we don't post the bridge when it will carry a legal load, which is 78,000 pounds.

DUANE NORRIE: And there isn't a chance of being doubled on that kind of weight?

WILLIS GRAFE: Not like with a bridge that narrow.

ED SCHULTZ: Yes, sir. You have not spoken tonight. Can I have your name please?

MR. FRANCIS: My name is Francis. I live on alternate #2 and I see on the picture there that Whites has got his big van backed into place. I assume that that goes across the

Pleasant Valley Bridge, properly loaded, but it goes out. But they'll ship a truck across there but they tell their people to only go across one at a time when they come to that bridge. I wonder why that is? (garbled)

ED SCHULTZ: We'll note your concern for the record, sir. I'm sorry she didn't get your name, sir.

MR. FRANCIS: Francis.

ED SCHULTZ: Mr. Francis. Thank you sir. This gentleman hasn't spoken yet, I don't think.

PAUL INGRAM: My name is Paul Ingram and I have some property there on alternate #2. One thing I would like to know is there going to be a decision made on it? One way or another? I have plans for the future for my property and I would like to be able to do something with it.

ED SCHULTZ: I don't want to speak out of turn and I don't mean to give you a lawyer's answer but I think there will be a decision. The reason that I say that, I think there will be a decision is because it's been going on for sometime and I know the Board has concerns about reaching a decision. How soon, will probably be...not very soon from your point of view. I would guess someplace within the next sixty days. The reason for that is that there has to be a period of ten days elasped from this date where the record is left open for any written submission as we'll get to in a moment. After that, then the record itself, all of tonight's hearing has to be transcribed in placed into a report and that takes time. And that's one of the reasons we've asked each person to speak one at a time because this poor, young lady has a devil of a time when two of you are talking at once, trying to get that in one sentence and that will take some time. And then the commissioners will begin discussions and deliberations.

PAUL INGRAM: Thank you.

ED SCHULTZ: Yes, Mrs. Jess?

LADONNA JESS: I spoke once before and I'll keep it brief. Are we being forced to choose either alternate #1 or alternate #2 or will they take into consideration of just building the bridge...that's where Mr. Wright was saying where we all like to see it do... save tax dollars and time? (Garbled) or do we have to take one (garbled).

ED SCHULTZ: Excuse me mam. As I understand the procedure, the Board will have all of the alternatives that have been discussed put into a written format for their deliverations and decision.

LADONNA JESS: Thank you.

ED SCHULTZ: If the...yes, sir. Mr. Vandiver.

NORMAN VANDIVER: May I qualify my challenge to the county commissioners and not to eliminate the democracy that we live in. We elect the county commissioners to make some of our hard decisions. I don't make the challenge to say don't pay attention to the citizens. I made the challence to the county commissioners because it's a point ...we elected them. We asked them to sit in our behalf and to make decisions when they become an issue like this where we're unable to decide those issues between ourselves. They're our officials. They're due process of our democracy and the challenge is that we need a bridge and we need it desperately. We need decisions as expeditiously as we can have them. Thank you.

KATIE WALDROUP: May I ask one more question? My name is Katie Waldroup again. Should they decide on alternate #2, would you be satisfied with that again or will there be a challenge?

ED SCHULTZ: I think she's asking a question, sir. I'm not sure that that's really part of the

record that we need to respond to as far as officially but that answer is up to you.

NORMAN VANDIVER: Unofficially? I am unprepared to make an answer to that question.

ED SCHULTZ: Well, if there's no other comment on the proposals, alternate proposals or amendments thereof, we will close...yes sir? One last man.

KENNETH WHITE: My name is Kenneth White and I would like to answer the gentleman who asked why our employees stop at the edge of the bridge and then scoot across it.

ED SCHULTZ: Yes sir, go ahead.

KENNETH WHITE: The ones that stop at the edge of the bridge and then scoot across are the ones that can't swim.

ED SCHULTZ: Thank you. Yes, Mrs. Jess? One last time.

LADONNA JESS: Mr. White, I think they got that idea from me over a year ago when I was coming home from work. It had the bridge lined full from your place of business to Highway 20. I was the one who would stop to wait for all of them to get across before I went across and they probably (garbled).

KENNETH WHITE: You can't swim?

ED SCHULTZ: I have...with that...going, going, gone. We're going to close the oral portion of public testimony. I would like to remind each of you that want to submit written materials, to please send them to the office of the Linn County Commissioners, P.O. Box 100, Albany, Oregon. You must do so within ten days of today. That's not ten days, not counting holidays...that's ten calendar days from today. Please

do so. The requirements are that if they come in late, they can't be considered and we would like to make sure that everyone has a voice in this decision. As a reminder, the environmental study is here as long as copies last. You're entitled to take one if you wish, especially those who have raised some questions. There are some other materials that the State Highway Division has prepared upon impacts and mitigation of those impacts that are available in the other pamphlets that are here and you're also free for a brief period of time to take a look at the other materials as you finish. I would like to thank each and everyone of you for coming tonight. I know this is an important decision for you and I'm sure the commissioners do, also, especially on such a hot evening, on such a hot issue, I'd like to thank you sincerely for keeping calm. Dave.

DAVE COOPER: Ed, is your ten days posmarked or received....?

ED SCHULTZ: Post marked.

DAVE COOPER: Because I just received on the twenty-fourth, I received a piece of mail that was mailed in Albany on the tenth.

ED SCHULTZ: We take postmarks. What with the time it will take to put the typing and the report together, I'm sure the U.S. Mail will get us any late ones. Thank you for making that point clear. Thank you all for coming tonight. Thank you all for your input. It is 10:30 p.m.

7-2-1.

STATE OF OREGON

INTEROFFICE MEMO

Contains Recycled Materials

Highway DEPT

378-2641 TELEPHONE

TO: Rod Henry
Assistant R/W Manager

DATE: June 30, 1980

FROM: Judy Peterson
Right of Way Agent

SUBJECT: South Santiam River
Bridge (Sweet Home)
Pleasant Valley Road
Linn County

Forwarded herewith is the liaison report and relocation plan for the two alternates proposed for the South Santiam River Bridge (Sweet Home) project, Pleasant Valley Road, Linn County.

Estimates of right-of-way costs are:

Alternate 1 -	$ 112,190
Alternate 2 -	$ 187,414

A breakdown of costs for acquisition and relocation appears at the end of the liaison narrative. Relocation costs which are included in the above figures are broken down following the relocation plan narrative.

JP:lj

cc: J. H. Versteeg /w/enc.
C. O. Fredrickson /w/enc.
Gary Potter /w/enc.
C. J. Mathias /w/enc.
Willis Grafe /w/ enc.

LIAISON REPORT

The proposed South Santiam River Bridge project, Pleasant Valley Road, Linn County, would replace the existing bridge in Sweet Home. Two alternates have been proposed.

Alternate 1

At present, Pleasant Valley Road winds through several curves from Highway 20 and Sweet Home over the bridge to a rural area north of the Santiam River. Alternate 1 is on primarily new alignment, crossing the river on a slight skew a short distance upstream from the present bridge, and would straighten the road from its junction with Highway 20 across the new bridge northerly to a junction with River Road. The new facility would extend through a low density residential area lying between the north river bank and the intersection of North River Drive with Pleasant Valley Road. The existing bridge would be removed.

Nine parcels of land, including one residence, would need to be acquired: Three of the properties lie southerly of the South Santiam River and include a small taking from Econo Wash Laundry (Parcel 8), a commercial property which fronts both highways at the northwest quadrant of the Pleasant Valley Road - Santiam Highway intersection. Lawn and parking area would be reduced by 0.01 acre along the Pleasant Valley Road frontage. Access to this property would not be changed significantly, and the remaining parking area could be enlarged onto remaining land with no business loss.

A 0.09 acre parcel acquisition would remove a substantial portion of the front yard of a residence (Parcel 7) as well as much of the landscaping and gravel turnaround.

City property lies along the south river bank. Approximately 0.2 acre would be acquired (Parcel 16). Relocation or purchase of a "City of Sweet Home" sign would be required.

Six of the properties lie northerly of the South Santiam Highway and include part of a undeveloped view homesite (Parcel 6). A total of 1.53 acre of the 2.77 acre property (Parcel 6) would be acquired, reducing its desirability as a view lot. The property fronts on the north bank of the Santiam River.

A 0.04 acre parcel of land would be acquired from the yard of a developed homesite (Parcel 5) which also fronts on the Santiam River. There would be damages to the view and liveability of the residence in that in the after situation the residence would be looking almost directly into the 20-foot-high fill for the north end of the new bridge.

Lying northerly of the previous two properties, a large portion of a developed homesite (Parcel 4) would need to be acquired. In addition to the loss of land, the homesite would suffer some loss of privacy and scenic quality.

Four properties currently have access via Epps Lane which joins Pleasant Valley Road 400 feet northerly of the existing bridge. Epps Lane also provides access to eight other properties between River Road and the South Santiam River. East of the project area this road becomes a private driveway connecting to River Road, and the owners of this driveway (Wright) are extremely opposed to Epps Lane traffic coming through their driveway.

Fill for the new bridge would cut off Epps Lane, in effect landlocking all but the Wrights' land to the east. To reconnect this segment of Epps Lane with Pleasant Valley Road, a 1.23 acre parcel including one two-bedroom residence (Parcel 3) would be acquired. A portion of this acquisition would be used for a new roadway between Epps Lane and Pleasant Valley Road. Linn County would probably be able to recapture a portion of the acquisition amount on sale of any excess property and salvage of the residence on this parcel.

West of the new alignment, Epps Lane would continue to provide access to Parcels 4 and 6. The developed access to Parcel 4 would continue to be from Pleasant Valley Road.

Two affected properties, Parcels 1 and 2, lie north of Pleasant Valley Road's junction with River Road. Parcel 2, a rental house, would suffer proximity damages and some loss of parking with the 0.11 acre acquisition. There would be a minimal effect on Parcel 1 by the 0.01 acre needed for the project.

Alternate 2

Alternate 2 would call for the construction of the new bridge immediately east of the existing structure. The old bridge would be removed. This alignment would extend Pleasant Valley Road northerly across River Road, eliminating two curves, and would reconnect with the existing Pleasant Valley Road at a point approximately 530 feet northerly of its crossing with River Road. The portion of Pleasant Valley Road that contains the two curves would be deadended. River Road would remain.

Twelve parcels of land, including three residences, would need to be acquired. One of the homes is a rental (Parcel 1), and two are owner-occupied (Parcels 11 and 12). One of the owner-occupied homes is also being used as a foster-care home (Parcel 11). In addition, a portion of a White's Electronics, Inc. functional shipping warehouse would be severed (Parcels 9 and 10).

The largest right-of-way requirement from one ownership would be 0.64 acre from two adjoining parcels of land (Parcel 12). These two parcels of land and an adjoining parcel under separate ownership (Parcel 13) would be bisected by the right-of-way, leaving small remainders separated from contiguous ownership. These remainders would be too small for development as separate units. A major portion of a third homesite would also be required, leaving a remainder too small to develop (Parcel 1). On one

of the properties needed (Parcel 11), the house could be relocated on remaining land either by moving the present house or rebuilding.

Two other single-family residences would be impacted by the proximity of the highway to the houses. The toe of the fill slope would come within 15 to 20 feet from the back of one and about the same distance from the front of another (Parcels 13 and 10).

A light industrial-commercial business fronting on the existing highway just north of the bridge would be affected by the loss of parking area and landscaping in front of their sales office and manufacturing plant (Parcels 9 and 10). Approximately 20 feet of the easterly end of the manufacturing plant would also be displaced. The driveway and customer parking area may have to be relocated, and some modification of the building might be required.

Approximately 0.57 acre would be required from a 2.77 acre undeveloped homesite (Parcel 6). The value of the remaining land as a developable homesite would not be significantly reduced as only one house can be constructed on the property under the present zoning restrictions. The river view would still be a valuable resource.

Parcel 2 consists of a 0.04 acre corner off the back of an improved residential property and would have no effect other than the small reduction in size.

Rocky pastureland, fencing, and two old fruit trees would be acquired under Parcel 14. The 0.42 acre parcel needed under this alternate would cause a reduction in size only to the remaining property.

A 0.02 acre triangle of land adjacent to Pleasant Valley Road would be acquired as Parcel 15. A portion of this property is already in the existing roadway, and the area in the taking is not actually incorporated into the homesite. The property would enjoy substantial special benefits from both alternates since traffic is moved away from the front of the house by either route.

On the south bank of the river, two properties would be affected by right-of-way requirements: Parcel 16 includes 0.09 acre on the south river bank owned by the City and a "City of Sweet Home" sign which would need to be purchased or relocated.. Parcel 8 is a strip of parking area containing some gravel and asphalt and a small amount of lawn. Alternate 2 would have the same impact to this commercial property as Alternate 1.

Effect on Real Estate Values

Under Alternate 1, damages would be assigned to Parcel 5 (Spurgeon) for loss of river view. Parcel 2 (Noah) would suffer proximity damages and some loss of parking. Loss of privacy would apply to Parcel 4 (Jess), and Parcel 6 (Honeycutt) would suffer severance damages.

Under Alternate 2, Parcels 9 and 10 (White's Electronics, Inc.) would suffer loss of parking. Parcel 12 (Francis) would be severed, leaving uneconomic remnants on both sides of the relocated highway, with their use being restricted to plottage to adjacent properties. Parcel 13 (Doersch) would also be severed, leaving a small uneconomic remnant on one side of the relocated highway. Parcels 10 and 13 would be affected by the proximity of the new highway to the houses.

Acquisition and relocation required under either of the two build alternates would not noticeably affect the local real estate market.

Access

Access would remain unrestricted to Pleasant Valley Road, River Road, and Epps Lane under either build alternate. A portion of Epps Lane would be deadended by Alternate 1, and a new roadway would be constructed to serve affected property owners.

Demolition

Alternate 1: One house and one shed.

Alternate 2: Three houses, one detached garage, four sheds, and a severed portion of a light industrial building.

Utilities

No known private utilities, pipelines, conduits, etc. would be affected by the project.

Waterways

Water rights would need to be acquired from the State Land Board for construction of the bridge across the South Santiam River under either of the two build alternates.

Minorities

No known minority groups would be affected.

Crossing of Public Lands, etc.

The bridge replacement under either of the two build alternates would cross the South Santiam River at Sweet Home.

Water Wells

Under Alternate 2, a water well would be acquired on Parcel 11 (Pearson). There are no other known water wells in the areas of proposed acquisition.

Signs

Under either of the two build alternates, relocation or purchase of a "City of Sweet Home" sign would be necessary.

Estimates of Right of Way Costs

Alternate 1

Parcel	Area Taken	Land Value	Improvements	Damages	Relocation	Total
1	0.01	360				360
2	0.11	1,650		1,000		2,650
3	1.23	24,600	40,400		6,600	71,600
4	0.20	4,000				4,000
5	0.04	1,000		6,000		7,000
6	1.53	13,808		1,530 722		16,060
7	0.09	2,520	2,500			5,020
8	0.01 (650 s.f.)	1,300	200			1,500
16	0.20	3,000				3,000
17	0.72	1,000				1,000
					Total	$112,190

Estimate of Right of Way Costs

Alternate 2

Parcel	Area Taken	Land Value	Improvements	Damages	Relocation	Demolition	Total
1	0.20	11,250	33,000	750	500		45,500
2	0.04	600					600
6	0.57	5,144					5,144
8	0.01 (650 s.f.)	1,300	200				1,500
9 & 10	0.20	5,000	10,560 10,560	2,000	1,500	5,000	34,620
11	0.17	2,550	19,000		17,900		38,950
12	0.64	9,600	24,000	5,925	6,500		46,025
13	0.40	6,000		675			6,675
	0.42	6,300					6,300
15	0.02	300					300
16	0.09	900	200				1,100
17	0.27	700					700
					Total		$187,414

RELOCATION PLAN

Sweet Home is located in Linn County on Oregon Highway 228 and is 110 miles south of Portland and 40 miles northeasterly of Eugene. In 1979, the population was 7,250; Linn County was at 85,000.

Points of interest include Green Peter and Foster Dams, East Linn (historical) Museum, Slip and Snip (manufacturers of the original folding scissors), South Santiam Tree Farm, Willamette Industries, Inc., and White's Electronics, Inc. (manufacturers of metal detectors).

Seventeen State, Forest Service, County, Bureau of Land Management, and City parks serve the area. The area is known for its fishing, hiking, and rockhounding recreational activities.

Public schools include eight elementary, one junior high, and one senior high. Total enrollment is 2,800.

Sweet Home also has a community education center and a library. Linn-Benton Community College is located 29 miles from Sweet Home in Albany. Oregon State University, Corvallis, and the University of Oregon, Eugene, are 33 miles and 37 miles distant.

All major denominations are represented in the community's 27 churches.

The nearest hospital is located in Lebanon, a distance of 13 miles. Other medical facilities in Sweet Home include one nursing home, and eight doctors and seven dentists serve the community.

Inventory of Individual Needs

Alternate 1

Betty E. Stratton, owner-occupant (Parcel 3). Two-bedroom, 962-square foot residence. Would require two-bedroom replacement dwelling.

Alternate 2

Bob Worthington, tenant (Parcel 1). Three-bedroom, one, 228-square foot residence. Would require three-bedroom replacement dwelling.

Letha M. Pearson, owner-occupant (Parcel 11). Four-bedroom residence also used as a foster-care home. Would require four-bedroom replacement dwelling.

Cliff and Irene Francis, owner-occupant (Parcel 12). Three-bedroom residence. Would require three-bedroom replacement dwelling.

Inventory of Available Housing

Under Alternate 1, one two-bedroom replacement dwelling would be required.

Under Alternate 2, one three-bedroom rental house and one three-bedroom and one four-bedroom replacement dwelling would be required.

There is sufficient decent, safe, and sanitary comparable replacement housing for rent and for sale in the Sweet Home area to meet the displacement needs under either of the two build alternates.

Analysis of Inventories

Alternate 1

No problems are anticipated in relocating the owner-occupant (Parcel 3) to a decent, safe, and sanitary comparable two-bedroom replacement dwelling within the financial means of the relocatee. Sufficient housing is available.

Moving expense and housing additive relocation benefits would be available.

Alternate 2

Under Alternate 2, one rental house, one owner-occupied house, and one owner-occupied house also being used as a foster-care home would be acquired. All would require comparable decent, safe, and sanitary replacement housing. A portion of a White's Electronic's functional shipping warehouse would be severed and would require replacement.

No problems are anticipated in relocating the tenant-occupant to a decent, safe, and sanitary comparable three-bedroom replacement dwelling within the financial means of the relocatee. Sufficient housing is available. Moving expense, rent supplement, and down payment relocation benefits would be available.

No problems are anticipated in relocating the owner-occupant to a decent, safe, and sanitary comparable three-bedroom replacement dwelling within the financial means of the relocatee. Sufficient housing is available. Moving expense and housing additive relocation benefits would be available.

Special relocation advisory services would be necessary in the relocation of the occupants of the four-bedroom house that is also being used as a foster-care home.

Letha M. Pearson owns and, along with her adult son, Star, occupies a four-bedroom house which is also used as a foster-care home.

Mrs. Pearson cares for elderly and handicapped persons for income at her residence. She said she can accommodate up to seven persons at one time if they are all on their feet, but she prefers to handle only five at the most.

At the time of the interview, only one person was being cared for by Mrs. Pearson, elderly Mrs. Nellie Ethel Wills.

Mrs. Pearson said she could not estimate what her monthly income is because it varies so greatly. She said that outside of the foster-care home income her only income is Social Security.

This is not a licensed nursing home, and for purposes of this report it is considered a four-bedroom residence with sleeping rooms. It is questionable at this time whether the foster-care home would be considered as a business in computing benefits. One major determinant would be whether the income derived contributes materially to total income, and this would need to be reviewed and a determination made at the time of relocation benefit computation, as income from more than the one current occupant could substantially alter the situation.

A four-bedroom replacement dwelling would be required. Because the difference in the acquisition amount and the cost of available decent, safe, and sanitary four-bedroom replacement housing would probably exceed the $15,000 maximum relocation housing additive amount, programming of funds under housing of last resort would be required.

Mrs. Pearson has indicated she would like to stay where she is, and in the event she elects to re-establish on her remainder, the maximum relocation housing additive would possibly not be exceeded.

Moving expense benefits would be available to Mrs. Pearson and her son for a residential move. Other occupants would probably qualify for moving payments as they apply to sleeping rooms.

In the event the foster-care home is subsequently determined to be a business and/or a "rest home", the following would apply:

A carve-out of the owner's residence from the business would need to be made, and a relocation housing additive determination made on that basis. It would also be necessary to determine at that time whether individuals involved in the displacement are "temporary" or "permanent" occupants. A permanent occupant is one who has made the rest home his/her permanent place of residence, is not maintaining a residence elsewhere, and has no plan to leave the rest home at a later date. A temporary occupant is one who is in the rest home on a temporary basis during illness or convalescence, and is currently maintaining a permanent residence elsewhere which he/she intends to reoccupy when able.

If the displaced operation is moved by its owner and re-established at a new location, the individual patrons involved (both permanent and temporary) would not be entitled to relocation payments if the cost of moving them from the existing home to the replacement is borne by the rest home owner. (The rest home owner would normally be reimbursed for such moving costs as part of the routine business moving cost payment.)

If permanent patrons are forced to move to the new location (or some other location) at their own expense, they would be entitled to a routine residential moving cost payment based either on actual cost - or - on the fixed payment schedule as the occupant of a furnished sleeping room.

If temporary patrons are forced to move to the new location (or some other location) at their own expense, they would be entitled to a moving cost payment based on actual cost. (This also applies when temporary patrons merely return to their permanent place of residence.) The fixed payment schedule would not be applicable when a temporary patron is involved, since the $200 displacement fee would not be justified.

Rent supplement payments would not be available to temporary rest home patrons who maintain permanent and legal residences elsewhere.

Permanent rest home patrons who are displaced would not be entitled to rent supplement payments if the rest home is relocated, remains in operation, and is available to them after it is relocated, unless the existing rental fee is actually increased after the home is relocated. (If the existing fee is actually - and legitimately - increased after displacement, the rent supplement payment would be based on the difference between the old and new rates.)

If the displaced rest home does not relocate and does not continue in operation after displacement - and the displacees (permanent patrons) are forced to relocate in a different rest home - they would normally be entitled to a rent supplement payment.

Down-payment payments would not be available to temporary rest home patrons who maintain permanent and legal residences elsewhere.

Permanent rest home patrons would not normally request down-payment payments; however, should they do so - and meet all eligibility requirements - they could qualify for this type payment.

If tenants displaced from the dwelling unit move to and become permanent occupants of a rest home, they could qualify for a rent supplement payment if otherwise eligible - provided that such rest home meets state-approved standards.

Maximum relocation advisory services and assistance would be required in all phases of relocation of the foster-care home. All of the tenants are elderly or handicapped, and individual attention would need to be provided to the owner and her son and to each occupant in order to accomplish an orderly and humane relocation.

There are no known current or future Federal, State, or community programs in operation in the project area or nearby area which would affect the supply and demand for housing.

Lead Time

An estimated twelve months' lead time would be necessary to complete acquisition and relocation under Alternate 1, and an additional four to six months' time would be required under Alternate 2 in order to accomplish an orderly and humane relocation of the foster-care home.

Effect on Local Community

Elderly or handicapped persons in residence at the foster-care home at the time of acquisition would be provided with relocation assistance and benefits.

No other general social groups would be specifically benefitted or harmed by the proposed action.

There would be no effect on access to jobs, education facilities, religious institutions, health and welfare services, recreational facilities, social and cultural facilities, pedestrian movement facilities, and public transit services.

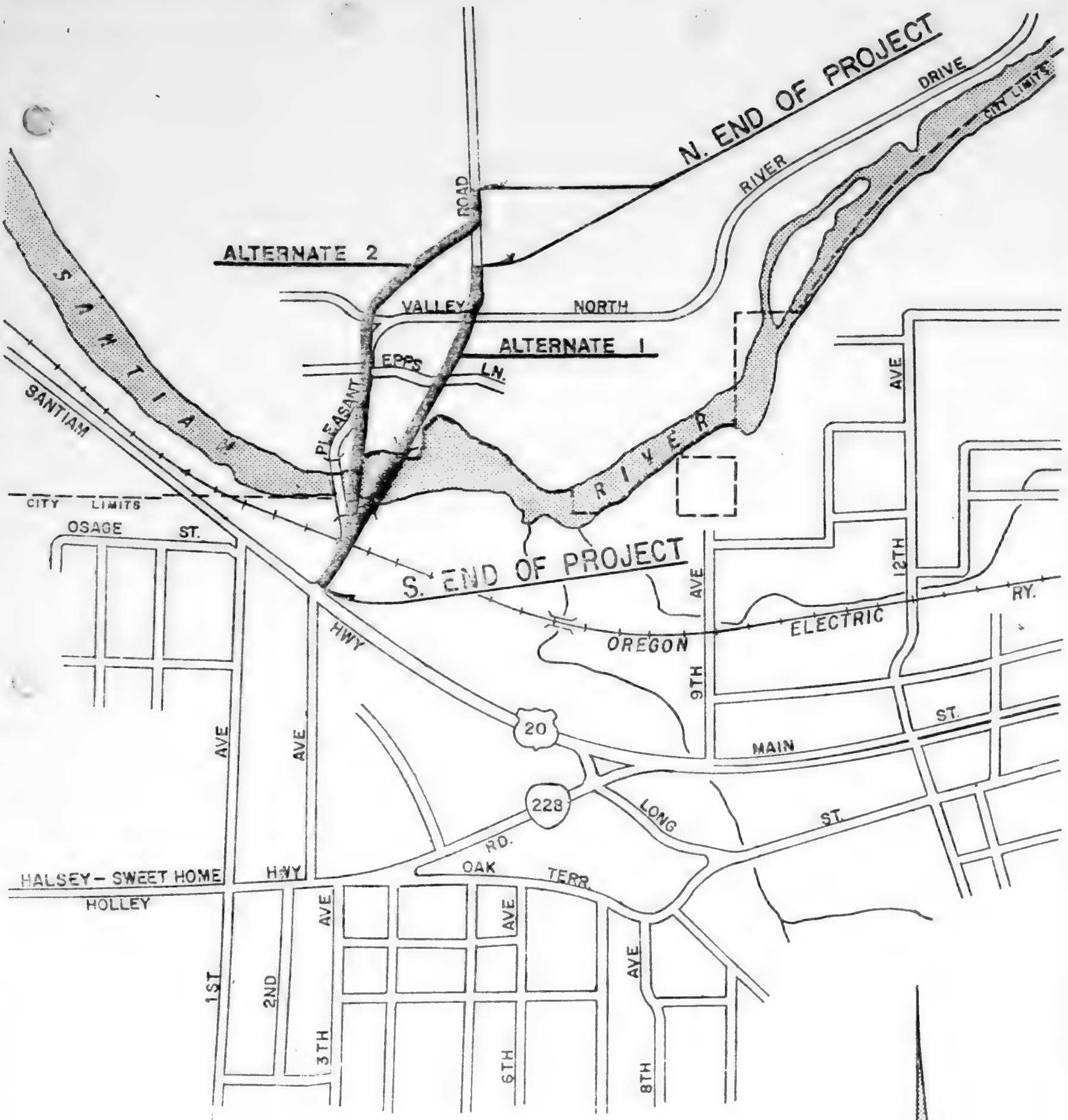
Relocation Estimate

Alternate 1

Parcel	Relocatee	Replacement Requirement	Moving Expense	Housing Additive	Rent Supplement	Total
3	Stratton	2 bdrm. SF	600	5,000		5,600
						$5,600

Alternate 2

1	Worthington	3 bdrm. SF	500		-0-	500
11	Pearson	4 bdrm. SF	500	19,000		19,500
	Wills		20			20
12	Francis	3 bdrm. SF	500	6,000		6,500
						$26,520

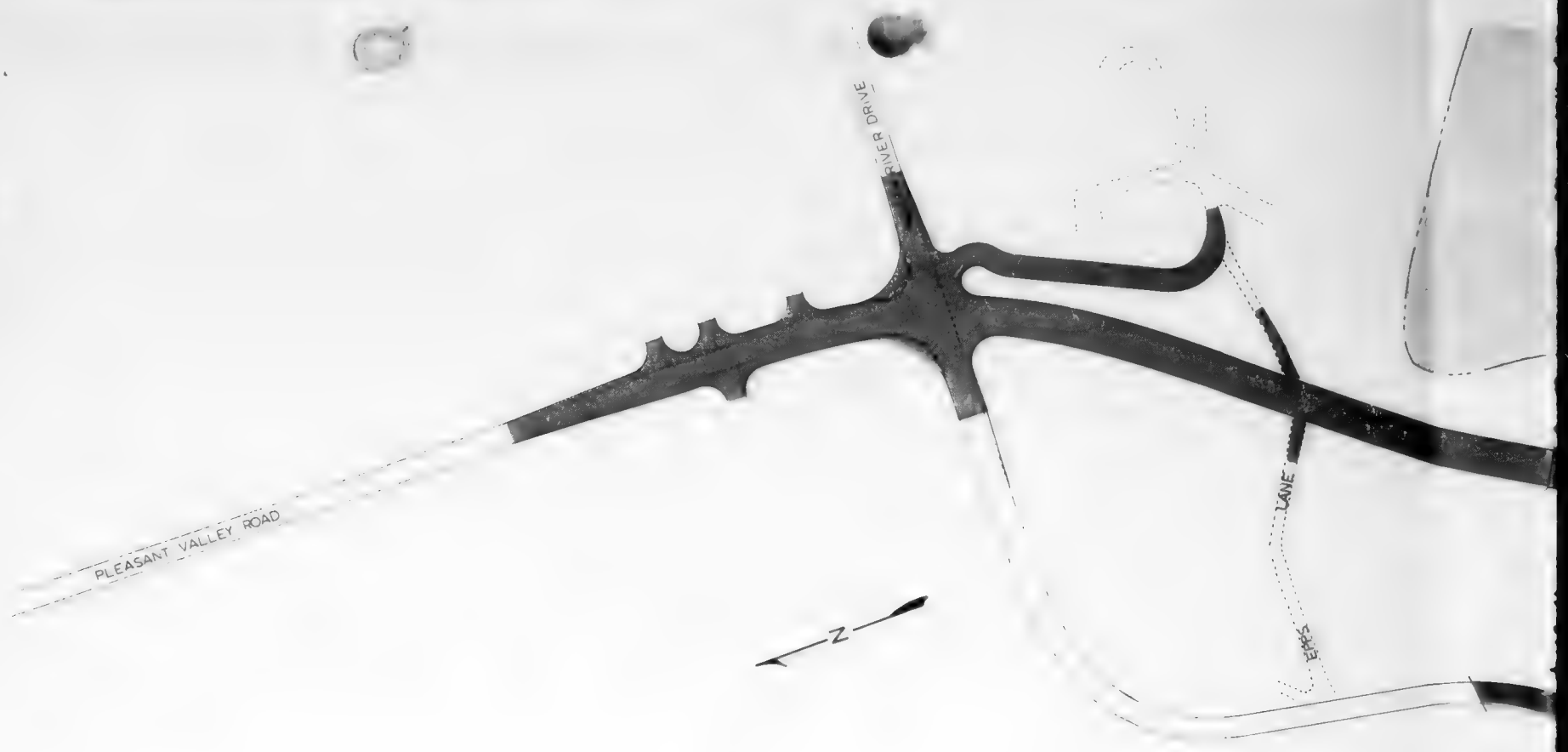


5. SANTIAM RIVER BRIDGE (SWEET HOME)

PLEASANT VALLEY ROAD FAS A483

LINN COUNTY

ODOT



CORRIDOR-DESIGN HEARING MAP

SOUTH SANTIAM RIVER BRIDGE (SWEET HOME)

PLEASANT VALLEY ROAD FAS A 483

LINN COUNTY

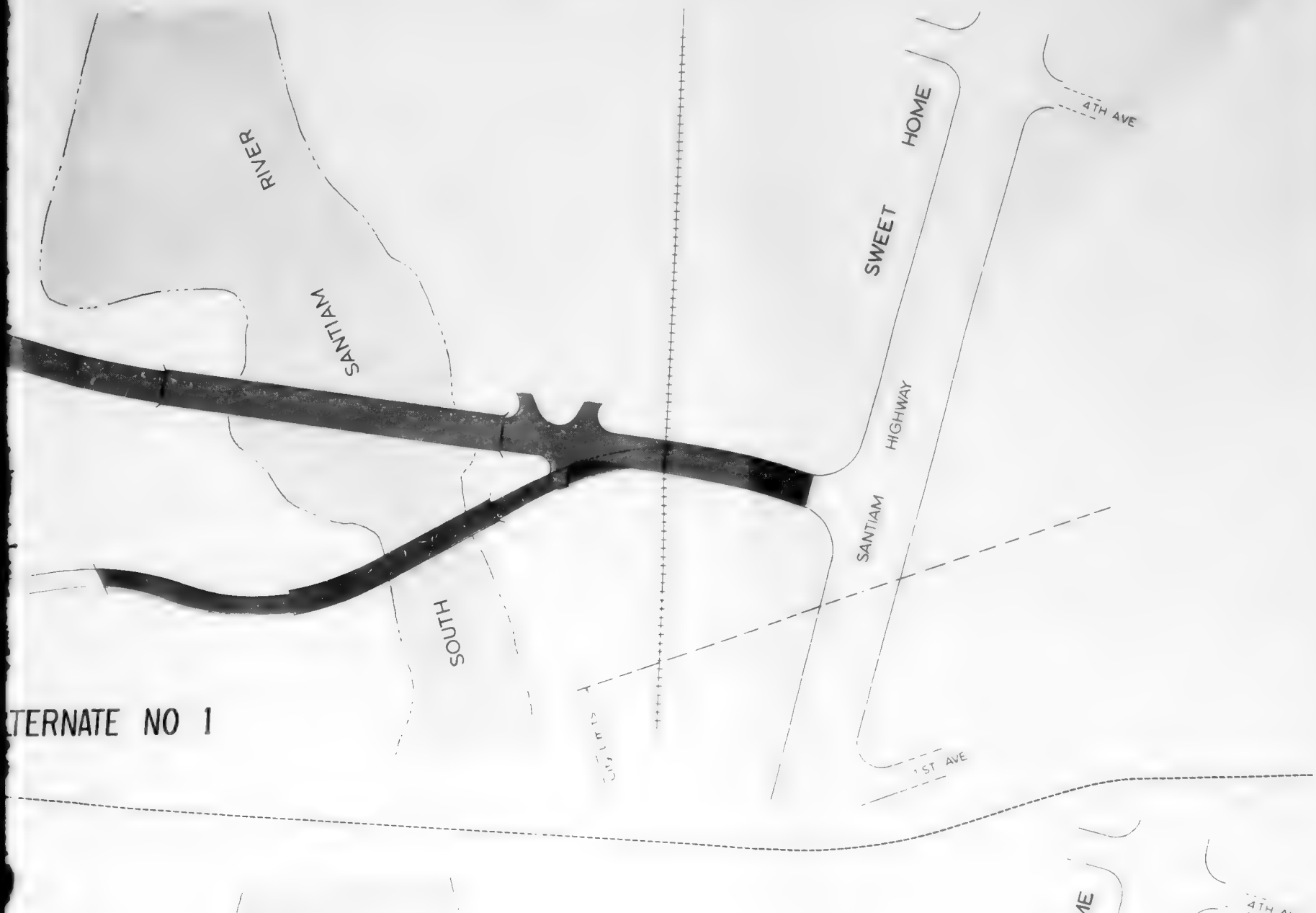
ALTERNATE N

LEGEND

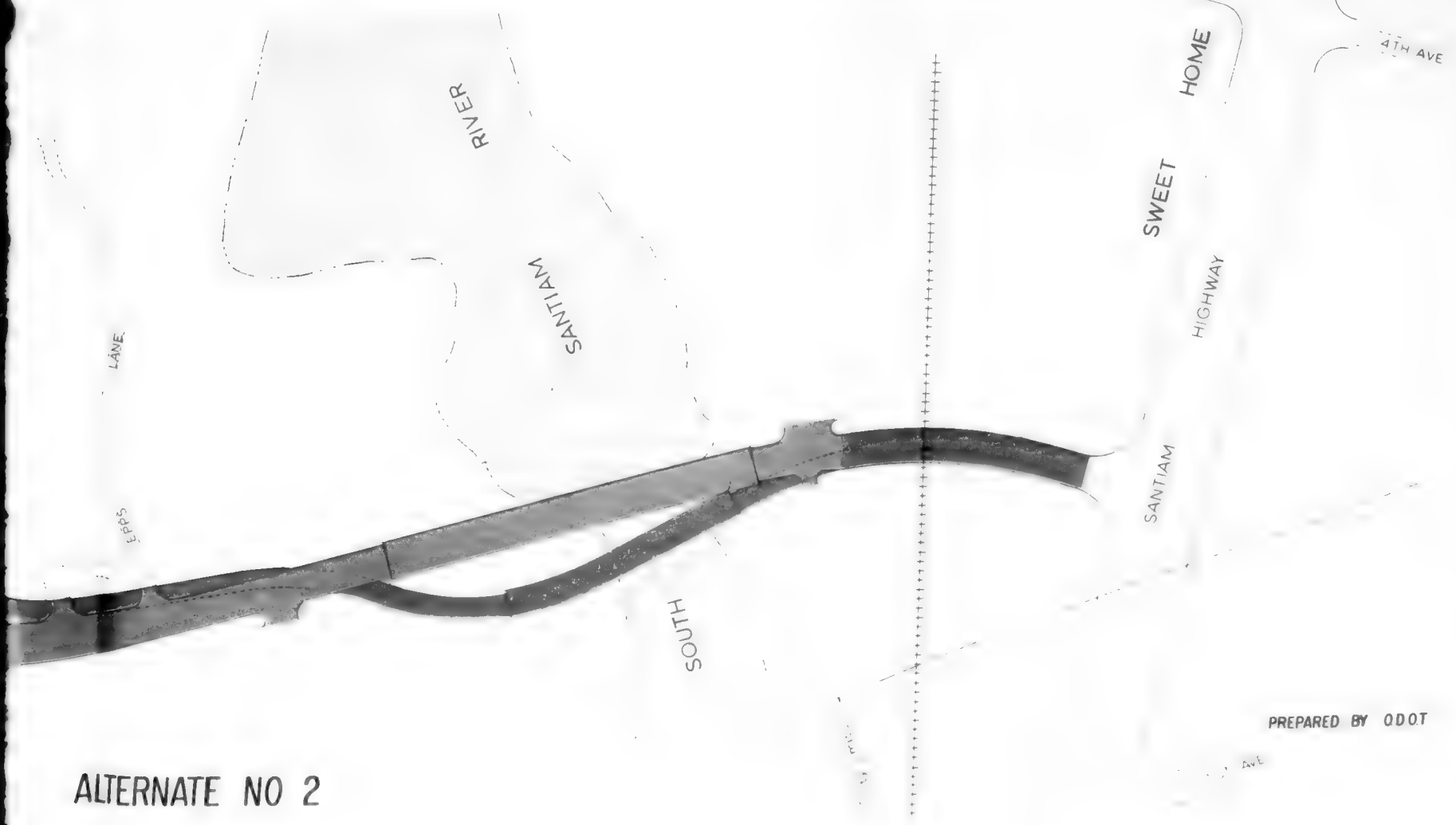
NEW CONSTRUCTION

REMOVE EXISTING ROADWAY

ALTERN



ALTERNATE NO 1



PREPARED BY ODOT

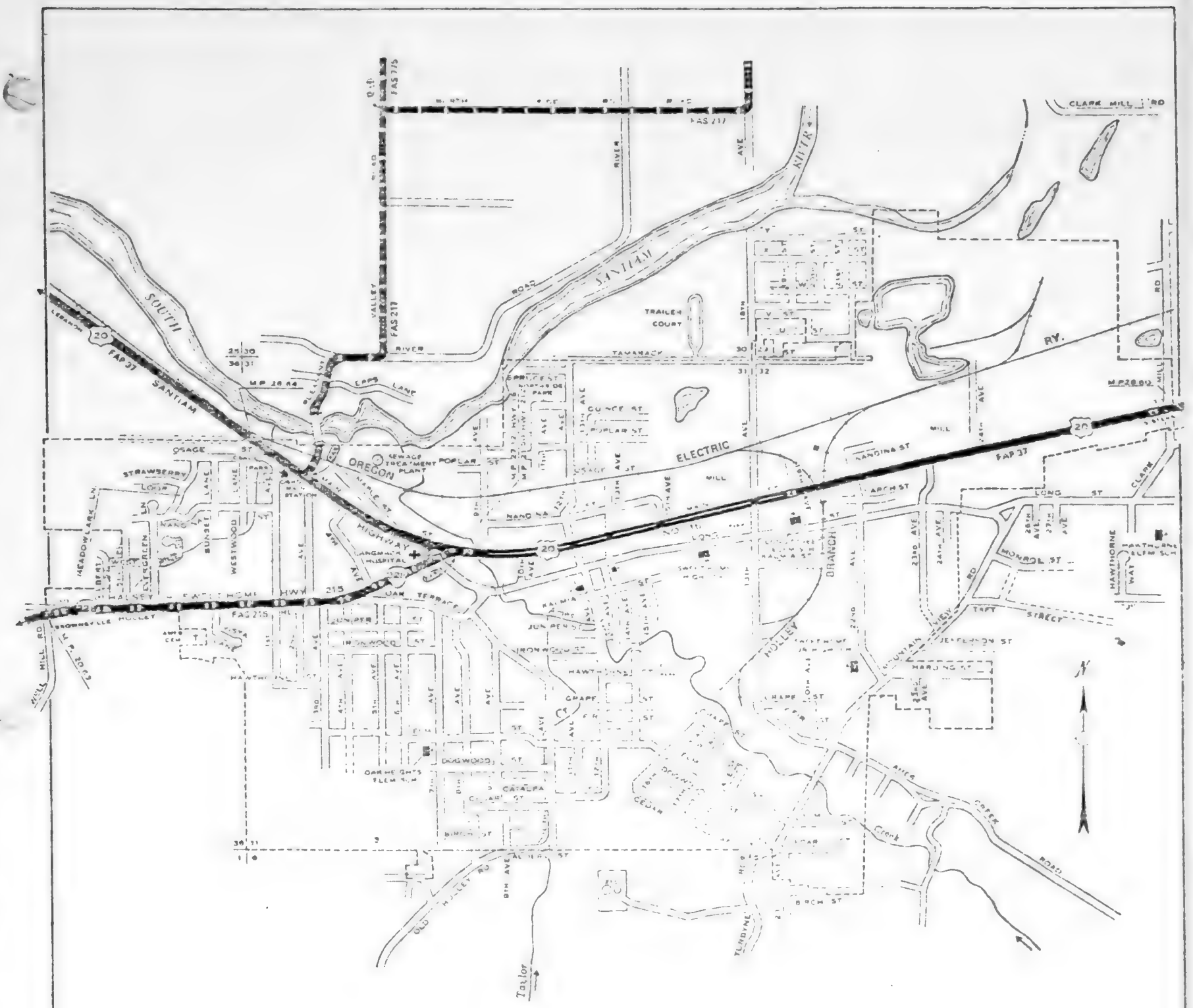
ALTERNATE NO 2

DOCUMENT MISSING

NOT FILMED

DOCUMENT NUMBER: 9484 #1

S. Santiam R. Br.
(Sweet Home)
Alternate #2



T13 14S R1W R1E W.M.

SWEET HOME

LINN COUNTY

Population 4,222

Revised January 1974

LEGEND

Property owners affected and other persons interested in Proposed Plans for future Right-of-Way Acquisition and Construction on the South Santiam River Bridge (Sweet Home) Section of the Pleasant Valley County Road (FAS A-483).

Paul G. and N. Ingram
1059 Pleasant Valley Road
Sweet Home, OR 97386

K.L. and F.J. Noah
690 4th Avenue
Sweet Home, OR 97386

Betty E. Stratton
PO Box 617
Sweet Home, OR 97386

LaDonna Jess
1020 Pleasant Valley Road
Sweet Home, OR 97386

Ralph E. and Shari L. Spurgeon
1008 Epps Lane
Sweet Home, OR 97386

William C. and Fern Honeycutt
10849 Empire Grade
Santa Cruz, CA 95060

Carl F. and Herbert J. Erickson
7403 Huron Street
Portland, OR 97203

Jeffrey L. and Elizabeth B. Randolph
c/o City School
PO Box 154
Yukatat, AK 99689

Robert J. Bowler
PO Box 154
Sweet Home, OR 97386

Sweet Home Cable T.V.
150 Main Street
Sweet Home, OR 97386

Kenneth White
1011 Pleasant Valley Road
Sweet Home, OR 97386

Letha M. Pearson
1023 Pleasant Balley Road
Sweet Home, OR 97386

Cluff and Irene Francis
PO Box 641
Sweet Home, OR 97386

Wade A. and Mary E. Ahola
1016 Pleasant Valley Road
Sweet Home, OR 97386

Nancy McGeorge
1018 Epps Lane
Sweet Home, OR 97386

Gerald and Ruth Wright
1010 River Road
Sweet Home, OR 97386

Hoyt and Kate Waldroup
1030 Pleasant Valley Road
Sweet Home, OR 97386

Jerry and Sharon Sims
1002 River Road
Sweet Home, OR 97386

Danny and Dianne Carpenter
1036 Pleasant Valley Road
Sweet Home, OR 97386

Dave Cooper (Owner of "New Era")
41985 North River Drive
Sweet Home, OR 97386

Cliff Kneale ("New Era")
2007 E. 5th
Albany, OR 97321

City of Sweet Home

State Land Board

REPORT OF PERSONAL INTERVIEW

☐ Non-White

☐ Legal Owner ☐ Contract Purchaser ☐ Other_____ File No._____

☒ Liaison ☐ Appraisal ☐ Property Mgmt. Last Name _____

S. Santiam River Bridge

☐ Acquisition ☐ Relocation ☐ Other_____ Section Pleasant Valley Road

Name_____ Address_____

Documents Delivered:

Area of Taking _____ Amount Approved $_____

☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

	Date	Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
Brochures, A & R							
Letter, O-Benefit		1st					
Option		2nd					
		3rd					
R Claim Forms		4th					

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
5-30-80	Met with Linn County Planning. The residential area affected by the proposed bridge replacement is currently zoned Rural Residential, 5-acre minimum size. In July 1980 the Linn County staff is presenting its recommendation for a change to 1-acre minimum size subject to septic approval. A decision is expected in August 1980. Steve Michaels is the person to contact at that time.

By _____
Right of Way Agent

REPORT OF PERSONAL INTERVIEW

☐ Non-White

☐ Legal Owner ☐ Contract Purchaser ☐ Other_____ File No._____

☒ Liaison ☐ Appraisal ☐ Property Mgmt. Last Name _____

☐ Acquisition ☐ Relocation ☐ Other_____ Section S. Santiam River Bridge
Pleasant Valley Road
Linn County

Name_____ Address_____

Documents Delivered: Area of Taking Amount Approved $_____

Date ☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

Brochures, A & R _____

	Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
Letter, O-Benefit _____	1st	_____	_____	_____	_____	_____
Option _____	2nd	_____	_____	_____	_____	_____
	3rd	_____	_____	_____	_____	_____
R Claim Forms _____	4th	_____	_____	_____	_____	_____

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
5-29-80	Met at the home of Mrs. LaDonna Jess to discuss the proposed project with her and her neighbors per her request. Present were the following:

LaDonna Jess
1020 Pleasant Valley Road
Sweet Home, OR 97386

Ralph E. and Shari L. Spurgeon
1008 Epps Lane
Sweet Home, OR 97386

Nancy McGeorge
1018 Epps Lane
Sweet Home, OR 97386

Gerald and Ruth Wright
1010 River Road
Sweet Home, OR 97386

Danny and Dianne Carpenter
1036 Pleasant Valley Road
Sweet Home, OR 97386

Dave Cooper (Owner of "New Era")
41985 North River Drive
Sweet Home, OR 97386

Cliff Kneale ("New Era")
2007 E. 5th Street
Albany, OR 97321

I explained that I would discuss the project with them but pointed out that any information I could give them would be preliminary and subject to change. I explained that I was in the process of gathering infor-

By _____
Right of Way Agent
Judy Peterson

FORM 81-734-3708 Use reverse side (tumblehead)

mation and preparing cost estimates. I pointed out to the "New Era" people that I had not as yet talked with all of the affected persons and would not like for any of them to read about it first in the newspaper. I also asked that they contact Linn County Engineer Willis Grafe for specific information regarding the project.

Showed maps of Alternates 1 and 2 and discussed how each would affect the various property owners and neighbors in the area.

Mr. Wright said that all of the persons present were very opposed to Alternate 1 and had hired an engineering consulting firm to prepare an alternate. They presented their proposal at the first public hearing and to the County Commissioners, and it was ignored according to all present at today's meeting.

Mrs. McGeorge said she would send me a copy of the proposal that they had had prepared. She also gave me at this time a letter to the editor that had been written by one of the engineers they had hired to make their proposal. I agreed to incorporate this information into my report.

I asked if they could describe to me on the maps I had with me what they had proposed. After reviewing Alternate 2, the neighbors agreed that it follows somewhat their recommendation in that it replaces the bridge nearer the present structure. They all seemed opposed to eliminating the two curves, however, and asked why the project couldn't end with the bridge replacement. They also mentioned the possibility of leaving the old structure for children to fish from.

Most of those present indicated they believed White's Electronics, Inc. to be making the decisions as to location. It was mentioned that it appeared as though Alternate 2 was drawn to go through houses intentionally to bring up the cost of Alternate 2. They also said they believed the owners of houses affected by Alternate 2 would be willing to sell and that the persons affected by Alternate 1 were very opposed to the effect Alternate 1 would have. They did say, however, that there might be a hardship involving the foster-care home.

All of the persons present were very concerned about this project and explained to me the difficulties they have had over the years in making their wishes known.

I thanked them for meeting with me and asked that they attend the public hearing which was tentatively set for the end of July.

Attachments: Letter of Testimony
Kraus and Dalke
Consulting Engineers
1979 Letter to the Editor

EPPS FURNITURE

SWEET HOME, OREGON 97386
PHONE 367-6194

June 3, 1980

Judy Peterson
Dept. of Transportation
Salem, Oregon

Dear Judy:

Enclosed is the [illegible] plans by the Engineering firm that we hired before the first hearing last year. One of the County Commissioners suggested that it would be wise to have such since we were objecting to the State's original proposal. As you will note, it is similar to the one we drew up the other day.

Sincerely,

Nancy McDonge

RECEIVED
[illegible]
DISTRICT 11
[illegible]

KRAUS & DALKE
CONSULTING ENGINEERS
278 N.W. HICKORY STREET
NORTH ALBANY SHOPPING CENTER
POST OFFICE BOX 148
ALBANY, OREGON 97321

HOWARD G. KRAUS, P.E.
RICHARD DALKE, P.E.

TELEPHONE 503-928-2583

July 19, 1979

Merle A. Long,
Attorney At Law
425 2nd S. W.
Albany, Oregon 97321

Re: South Santiam River Bridge - FAS-217

Dear Mr. Long;

As per your request, I have reviewed the Preliminary Alignment Drawing and made a site inspection of the proposed bridge crossing and road alignment relative to an alternate routing.

The presently proposed routing requires the construction of a 400' bridge structure and the taking of right-of-way through an established residential neighborhood and achieves an almost straight routing to the intersection of Pleasant Valley Road and North River Road. The proposed routing severs the sole access, Epps Lane, to several homes as well as the location being more distant from the White Electronics Plant, the source of approximately 250 traffic movements per day.

My inspection of the site indicates that a bridge placement immediately adjacent to the existing structure with right-of-way requirements that pose only minor impact upon existing occupancies is feasible. This alignment would allow for: a shorter bridge structure, approximately 300'; pick up a significant traffic generator at its source, Whites; retain existing accesses to property, Epps Lane; provide a safe road-bridge facility with conformity to the community's needs and desires with a minimum disruption of land usage.

The alignment proposed by Krause & Dalke, indicated on the attached exhibit, may be terminated south of the angle point in the existing road or continued in the sweeping reverse curve shown. It is our opinion that either alternative, terminated or completed, conforms to the State and Federal Geometric Design Standards, and therefore offers no jeopardy to Grants-in-Aid.

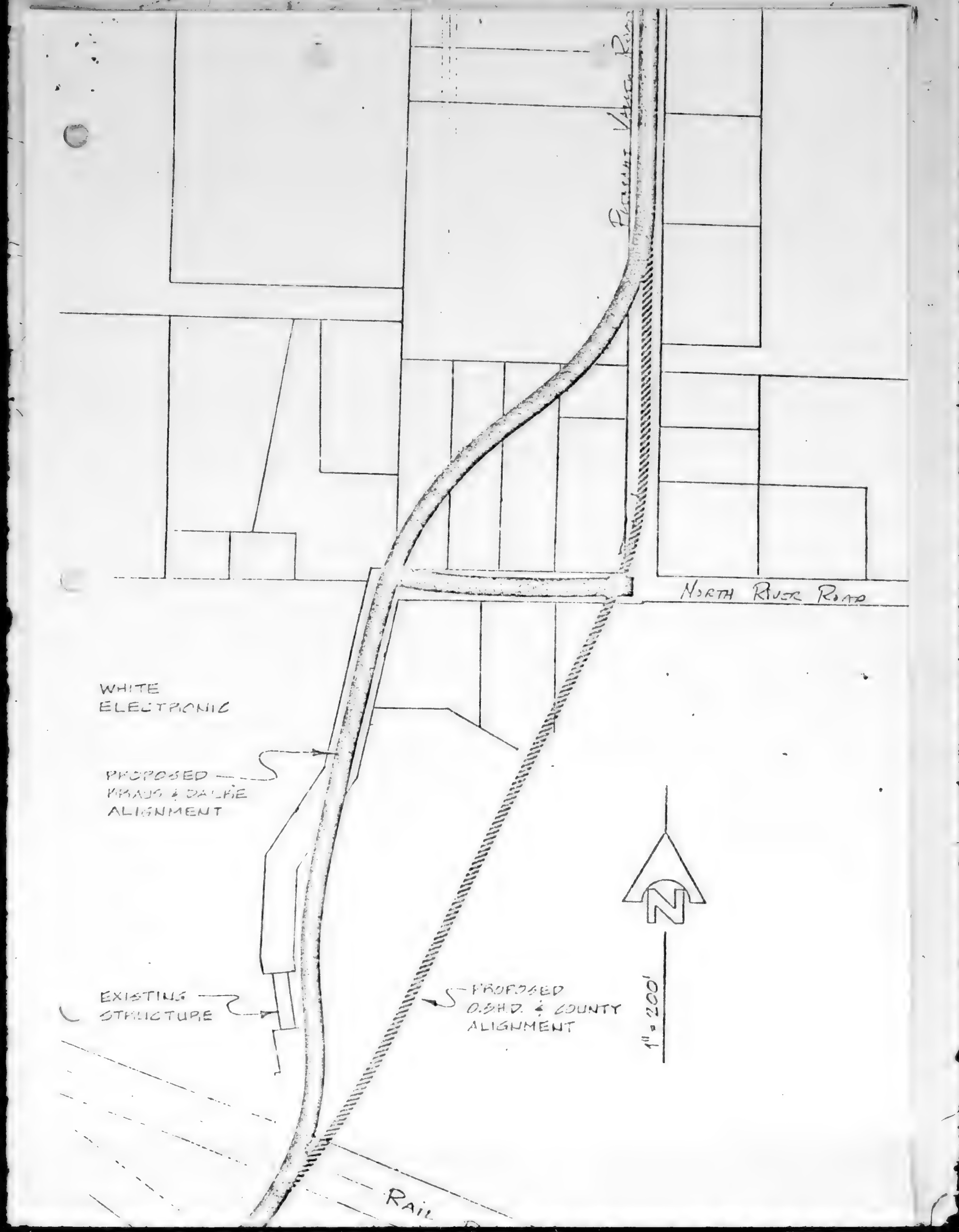
This letter of testimony is intended to be brief, to address the point of concern expressed by local citizens and to offer a feasible design alternative based upon inspection and review by an engineering consultant. I will be available to discuss this alternative in greater detail at the pleasure of the Commission.

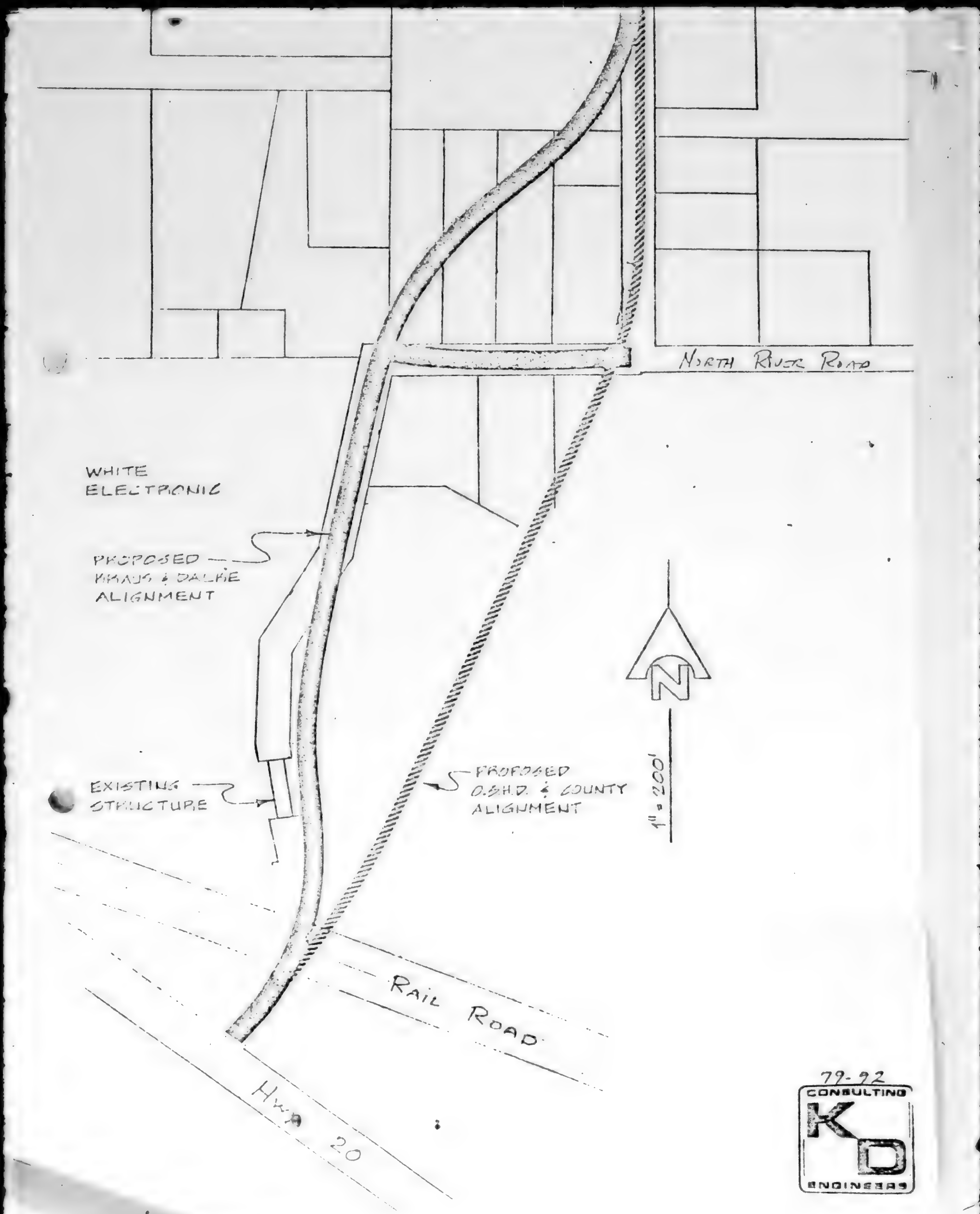
Yours truly,

Howard G. Kraus, P.E.

HGK:bb

Attachment


PLEASANT VALLEY ROAD
NORTH RIVER ROAD
WHITE
ELECTRONIC
PROPOSED
KRAUS & DALKE
ALIGNMENT
EXISTING
STRUCTURE
PROPOSED
O.S.H.D. & COUNTY
ALIGNMENT
N
1" = 200'
RAIL



79-92

CONSULTING
KD
ENGINEERS

Sideshuffle statements

To the editor,

I have read your article in the August 2nd edition regarding the Pleasant Valley Bridge with interest, inasmuch as our firm, Kraus & Dalke, suggested the alternate routing.

Both the State-County and the Kraus & Dalke alignment proposals addressed only horizontal alignment and approximate structural bridge lengths. The State proposal clearly indicated a 400' bridge length and a substantial right-of-way acquisition requirement to reach North River Road, whereas the Kraus & Dalke proposal required only a 300' structure with minimum new right-of-way requirements.

In reviewing the Preliminary State drawing, no indication was made as to the type of bridge to be constructed, foundation conditions, number of bents (bridge support sections) or their height.

Likewise, the Kraus & Dalke proposal addressed only horizontal alignment and approximate bridge length. From these two brief proposals, the County Engineer has indicated that the State-County bridge will be less costly per square foot. Unfortunately, we don't know what less is, 10 cents or $100. Considering a 100 foot shorter bridge, an alignment maximizing the use of existing right-of-way and without need to purchase residences and expensive land only to construct an Interstate bridge alignment through a residential neighborhood, it must be a great deal less for the second alternative not to be considered.

I have looked at this project and reviewed drawings personally and it appears clearly to me that there are at least two viable alignment alternatives that the County needs to consider: for whom the bridge is to be constructed, overall project costs, and the concerns of the residents of the area, rather than the presently issued bureaucratic sideshuffle statements.

The money being spent on bridges, roads and salaries is derived from all of Linn County, even those portions funneled back from the Federal and State levels.

Yours truly,
Howard G. Kraus,
P.E.

REPORT OF PERSONAL INTERVIEW

☐ Non-White

☐ Legal Owner ☐ Contract Purchaser ☐ Other_____ File No._____

☒ Liaison ☐ Appraisal ☐ Property Mgmt. Last Name Carpenter

S. Santiam River Bridge

☐ Acquisition ☐ Relocation ☐ Other_____ Section Pleasant Valley Road

Linn County

Name Danny and Dianne Carpenter Address 1036 Pleasant Valley Road, Sweet Home, OR 97386

Phone: 367-2086

Documents Delivered:

Area of Taking ☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

Amount Approved $_____

	Date
Brochures, A & R	_____
Letter, O-Benefit	_____
Option	_____
R Claim Forms	_____

Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
1st	_____	_____	_____	_____	_____
2nd	_____	_____	_____	_____	_____
3rd	_____	_____	_____	_____	_____
4th	_____	_____	_____	_____	_____

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
5-20-80	While discussing the proposed project with others, Danny and Dianne Carpenter drove by and stopped. Discussed the proposed project and showed them the maps showing both alternates. The Carpenters were very opposed to Alternate 1 and said that it would create a straightaway drag strip. They said they would be at the public hearing.

By _____
Right of Way Agent

REPORT OF PERSONAL INTERVIEW

☐ Non-White

☐ Legal Owner ☐ Contract Purchaser ☐ Other_____ File No._____

☒ Liaison ☐ Appraisal ☐ Property Mgmt. Last Name Sims

S. Santiam River Bridge

☐ Acquisition ☐ Relocation ☐ Other_____ Section Pleasant Valley Road

Linn County

Name Jerry and Sharon Sims Address 1002 River Road, Sweet Home, OR 97386

Phone: 367-4595

Documents Delivered:

Area of Taking ☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

Amount Approved $_____

	Date
Brochures, A & R	_____
Letter, O-Benefit	_____
Option	_____
R Claim Forms	_____

Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
1st	_____	_____	_____	_____	_____
2nd	_____	_____	_____	_____	_____
3rd	_____	_____	_____	_____	_____
4th	_____	_____	_____	_____	_____

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
5-20-80	While discussing the proposed project with others, Jerry and Sharon Sims drove by and stopped. Discussed the proposed project with the Sims and showed them both alternates on my maps. They said that while their property would not be purchased, that they were very opposed to Alternate 1. They said most of the neighbors believe White's Electronics, Inc. is deciding the location. They said Alternate 1 would create a dangerous drag strip straightaway. I encouraged the Sims to attend the public hearing. They said they would be there.

By Judy Peterson
Right of Way Agent
Judy Peterson

FORM 81-734-3708 Use reverse side (tumblehead)

REPORT OF PERSONAL INTERV . /

☐ Non-White

☐ Legal Owner ☐ Contract Purchaser ☐ Other_____ File No._____

☒ Liaison ☐ Appraisal ☐ Property Mgmt. Last Name Waldroup

South Santiam River

☐ Acquisition ☐ Relocation ☐ Other_____ Section Bridge (Sweet Home)

Pleasant Valley Road

Name Hoyt and Kate Waldroup Address 1030 Pleasant Valley Road, Sweet Home, OR 97386

Phone: 367-2427

Documents Delivered: Area of Taking Amount Approved $_____

☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

	Date
Brochures, A & R	_____
Letter, O-Benefit	_____
Option	_____
R Claim Forms	_____

Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
1st	_____	_____	_____	_____	_____
2nd	_____	_____	_____	_____	_____
3rd	_____	_____	_____	_____	_____
4th	_____	_____	_____	_____	_____

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
5-20-80	While taking photos of properties which would be directly affected by the proposed bridge replacement in Sweet Home, I was passed by a pick-up truck with a man and a woman in it. They pointed at me and asked if I was replacing the bridge and asked if I would talk with them. I said that I would and drove to the intersection where they stopped and I introduced myself. They said they were Hoyt and Kate Waldroup, that they lived nearby, and that they would like to give me their opinion of the project. I showed them the two preliminary alternates and discussed the project with them. The Waldroups said that this is a very emotional issue in Sweet Home and that many of the property owners feel that White's Electronics is determining the alignment that will be selected. Mr. Waldroup said what he wanted to know was how much money they have to get together to pay off the engineers to beat whatever Mr. White paid for Alternate #2 so that Alternate #2 would be selected instead of Alternate #1. The Waldroups went on to say that it would be much less damaging for the project to go through a rental house and an older house they know the owner wants to sell than to go through some of the newer, nicer, well-established homes. I encouraged the Waldroups to attend the public hearing to make their wishes known. They said they would be there for sure.

By Judy Peterson
Right of Way Agent
Judy Peterson

FORM 81-734-3708 Use reverse side (tumblehead)

LIAISON ESTIMATE OF RIGHT OF WAY COST

Owner P.G & N. Inman

Address 1037 Pleasant Valley Road

Sweet Home, OR 97386 Phone 367-5024

Contract Purchaser

Address

Phone

Lessee

Address

Phone

Date of Report

File No. 1

Line Designation Alt. 1

Section South Santiam River Bridge (Sweet Home)

Highway Pleasant Valley Road

County Linn

Limits of Acquisition:

Total Area 0.3 ac

Acquisition 0.01 ac

Sta. 4+00 to Sta. 4+30

Remainder Right 0.29 Left 0

Nature of property acquired: Small corner of rural residence.

How does acquisition affect balance of grantor's property? no effect.

(On reverse side, give description of entire property, before and after value estimates, type of grantor, and miscellaneous information where applicable.)

ASSUMPTIONS - Access: Will continue to have access to Pleasant Valley Road. No access to new alignment.

Fencing: [ ] Contains livestock [x] Does not contain livestock

[ ] To be constructed by State Explain:

Land Service Facilities (conduits, pipe lines, underpasses, etc.):

Occupant Relocation Plans: [x] None required [ ] Will stay in area

[ ] Will leave area [ ] Wants to move his house

VALUATIONS

	Type	Area	Unit Value	Total Value
Land:	Rural residential	0.01 ac	$ 36,000	$ 360
Improvements:				
Damages:				
			Total Real Property Estimate	$ 360

Moving Estimate	$ NA
Additive Estimate	$ NA
Incidental's Est.	$ NA
Demolition Estimate	$ NA

Liaison Agent

Judy Peterson

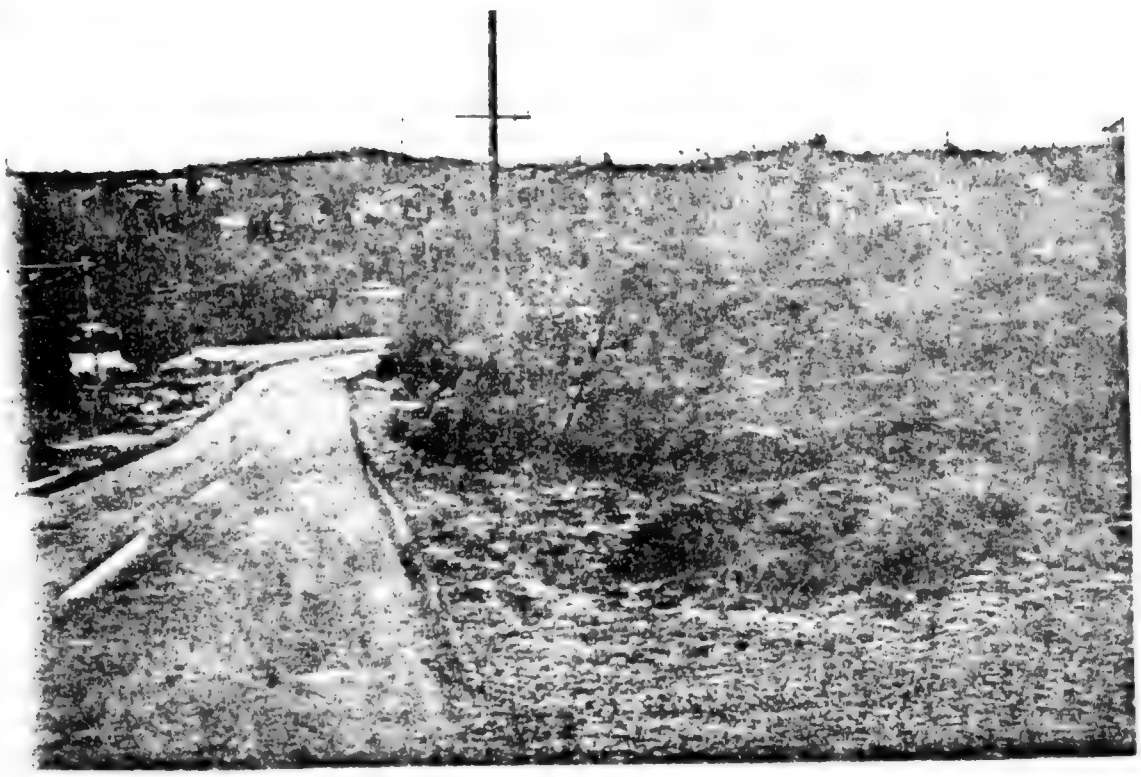
81-734-3631 9/1/74

Subject is an inexpensively built ranch style home with three bedrooms, one bath, containing 1,228 square feet. A one car attached garage is attached to the house, and a two car garage sits behind the house.

Grounds are attractively landscaped. The front yard sits on a bench a few feet higher than the road toward the southerly end of the homesite.

Estimated value of the entirety is $45,000.

The taking is a triangle fronting Pleasant Valley Road, tapering to a point northerly. No damages are caused by the taking.



Alternate 1

MF 35 - 87 Parcel 1 Januar

ALTERN

& D.L. Carpenter

MF 82 - 68

"L 2"
200' Sp.
S = 12° 00'
a = 6.0

"L 2"
12° C.R.
TΔ = 28° 21.7'
S = 221.5

560

House

Shed

2 @ 200' Sp.
S = 12°
a = 6

K.L. & F.J. Noah

MF 133 - 326

PG & N. Ingram

331 - 612

"L2" 6+51.44 P.C.

"L2" 6+87.75 P.C.

P.O.T.

P = 20+89.99

=09.11 P.

25 65'

*3'

7 65'

6'

2'

Asph. Conc. Wearing Cour
Class "B" Mix, Nom. Thkn.

Sl. 0.04'/ft

Sl. 1½:1

Var.

Sl. 4:1

4:1

tal)
'8' (To
0' (To

(Total Sl. 4:1

REPORT OF PERSONAL INTERVIEW

☐ Non-White

☐ Legal Owner ☐ Contract Purchaser ☐ Other_____ File No. 1, Alt. #1 and #2

☒ Liaison ☐ Appraisal ☐ Property Mgmt. Last Name Ingram

South Santiam River Bridge

☐ Acquisition ☐ Relocation ☐ Other_____ Section (Sweet Home) Pleasant Valley Road, Linn County

Name Paul Ingram Address 1050 Pleasant Valley Road, Sweet Home, OR 97386

Bus. Phone 757-4[illegible] (Department of Fish & Wildlife, Corvallis)

Documents Delivered:

Area of Taking ☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

Amount Approved $_____

	Date		Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
Brochures, A & R	_____		1st	_____	_____	_____	_____	_____
Letter, O-Benefit	_____		2nd	_____	_____	_____	_____	_____
Option	_____		3rd	_____	_____	_____	_____	_____
R Claim Forms	_____		4th	_____	_____	_____	_____	_____

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
5-20-80	Discussed the proposed bridge replacement project with Mr. Ingram. Explained Alternate 1 and Alternate 2 and how each would affect his property. Mr. Ingram has no objection to Alternate 1 in that it would only take a small corner of the property. Alternate 2, however, would require acquisition of residence. Mr. Ingram said this presents no difficulty in that he is using the house as a rental and must sell it some time after the first of September for tax purposes anyway. Mr. Ingram said the property is currently leased to Bob Worthington, who is a city policeman for the City of Sweet Home. Mr. Worthington has a lease that runs until the first of September and is currently building a home further down Pleasant Valley Road which he intends to occupy after that date. Mr. Worthington's telephone number is 367-3078. Mr. Ingram said he had no other questions about the project and said he would probably attend the public hearing which I told him would be held probably in the latter part of July.

By_____
Right of Way Agent

FORM 81-734-3708 Use reverse side (tumblehead)

LIAISON ESTIMATE OF RIGHT OF WAY COST

Owner Charley & Phyllis Cook

Address

Phone

Contract Purchaser Kenneth L. Noah

Address 690 4th Avenue Sweet Home, OR

97386 Phone 367-3396

Lessee

Address

Phone

Date of Report 6-23-80

File No. 2

Line Designation Alt. 1

Section South Santiam River Bridge (Sweet Home)

Highway Pleasant Valley Road

County Linn

Limits of Acquisition:

Total Area 0.99 ac

Acquisition 0.11 ac

Sta. 4+50 to Sta. 7+30

Remainder Right 0.8 ac Left 0

Nature of property acquired: strip of homesite, few shrubs, lawn.

How does acquisition affect balance of grantor's property? property line within eight feet of front of house, decrease in market value.

(On reverse side, give description of entire property, before and after value estimates, type of grantor, and miscellaneous information where applicable.)

ASSUMPTIONS - Access: Will continue to have access to Pleasant Valley Road. No access to new alignment.

Fencing. ☐ Contains livestock ☒ Does not contain livestock

☐ To be constructed by State. Explain:

Land Service Facilities (conduits, pipe lines, underpasses, etc.):

Occupant Relocation Plans: ☐ Not required ☒ Will stay in area

☐ Will leave area ☐ Wants to move his house

VALUATIONS

	Type	Area	Unit Value	Total Value
Land:	Rural Residential	0.11 ac.	$ 15,000	$ 1,650
Improvements:				
Damages:	Loss of parking in front of house			1,000
			Total Real Property Estimate	$ 2,650

Moving Estimate $ NA

Additive Estimate $ NA

Incidental's Est. $ NA

Demolition Estimate $ NA

Judy Peterson Liaison Agent

81-734-3631 9/1/74

Subject property is an older three bedroom two bath house containing 736 square feet. Interior and exterior finish is fair. The house sits about halfway between the northerly and southerly boundaries of a 0.99 acre parcel, very close to the easterly boundary with Pleasant Valley Road. There are two depreciated sheds near the house and a pumphouse 100 feet south.

The 0.11 acre taking is a strip about 115 feet wide at the southerly end and tapering to about 10 feet in front of the house. From the house northerly, the taking is about 10 feet wide. Some trees and shrubs are included in the taking.

Estimated value of the entire property is $35,000.

The taking damages the property by removing parking in front of the house.

Mr 35 - 87 January, 1979 Alternate 1 Parcel 2

ALTERNATIVE #1

Carpenter

"L 2"
200' Sp.
S = 12° 00'
a = 6.0

"L 2"
12° C.R.
TΔ = 28° 21.7'
T = 221.5

"L 2"
200' Sp.
S = 12°
a = 6.0

N Ingram

- 612

K L & F.J. Noah

MF133 - 326

House

Shed

Pumphouse

"L 2" 4+54.44 P.C.

P.O.T. 20+89.99

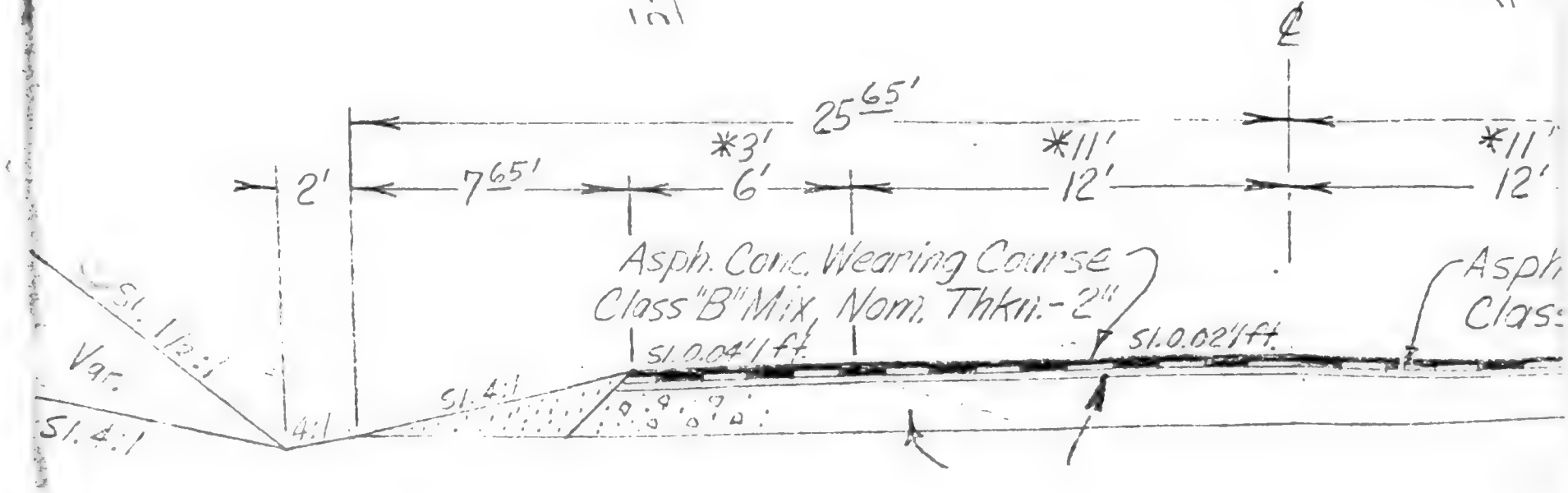
"L 2" 6+51.44 P.C.

"L 2" 6+87.75 P.C.

"L 3" 7+09.11 P.C.

7+09.11 P.

1,41



REPORT OF PERSONAL INTERVIEW

☐ Non-White

☐ Legal Owner ☐ Contract Purchaser ☐ Other_____ File No. #2 Alternate #1
#2 Alternate #2

☒ Liaison ☐ Appraisal ☐ Property Mgmt. Last Name Noah

South Santiam River
☐ Acquisition ☐ Relocation ☐ Other_____ Section Bridge (Sweet Home)
Pleasant Valley Road

Name Mrs. Kenneth L. Noah Address 690 4th Avenue, Sweet Home, OR 97386
Phone: 367-3396

Documents Delivered: Area of Taking Amount Approved $_____
☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

	Date
Brochures, A & R	
Letter, O-Benefit	
Option	
R Claim Forms	

Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
1st					
2nd					
3rd					
4th					

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
5-9-80	Met with Mrs. Noah at her home on 4th Avenue in Sweet Home. Discussed the proposed project and showed her preliminary plans for Alternates 1 and 2. Mr. and Mrs. Noah own a rental house on Pleasant Valley Road which is occupied by tenants. The house is also listed for sale. Alternate 2 would require purchase of a small triangle of unused land with no improvements. Alternate 1 would require purchase of a strip of the homesite, shrubs, and lawn, and would move the property line to within eight feet of the front of the house. Mrs. Noah is very well informed of the project. She said she has been to Linn County to look at the plans, and she said that she and her husband are definitely opposed to Alternate 1. She said that they would have no problems with Alternate 2. I thanked Mrs. Noah for meeting with me and said that the public hearing would be held probably some time in the latter part of July and that it would be announced in the newspapers.
6-23-80	Verified with Realtor Arlie Elliott that the subject house is no longer listed for sale.

By _____
Right of Way Agent
Judy Peterson

FORM 81-734-3708 Use reverse side (tumblehead)

LIAISON ESTIMATE OF RIGHT OF WAY COST

Owner Betty E. Stratton

Address P.O. Box 617, Sweet Home, OR 97386

(1009 Epps Lane) Phone 367-5804

Contract Purchaser

Address

Phone

~~Lessee~~ Mineral rights-Linn County

Address

Phone

Date of Report

File No. 3

Line Designation Alt. 1

Section South Santiam River Bridge (Sweet Home)

Highway Pleasant Valley Road

County Linn

Limits of Acquisition:

Total Area 1.23 ac

Acquisition 1.23 ac

Sta. 7+60 to Sta. 11+00

Remainder Right 0 Left 0

Nature of property acquired: 1.23 acre homesite, residence, shop building, landscaping, and site improvements.

How does acquisition affect balance of grantor's property? no remainder.

(On reverse side, give description of entire property, before and after value estimates, type of grantor, and miscellaneous information where applicable.)

ASSUMPTIONS - Access: NA - Entire taking.

Fencing: ☐ Contains livestock ☐ Does not contain livestock

☐ To be constructed by State Explain:

Land Service Facilities (conduits, pipe lines, underpasses, etc.):

Occupant Relocation Plans: ☐ None required ☐ Will stay in area

☒ Will leave area ☐ Wants to move his house

VALUATIONS

	Type	Area	Unit Value	Total Value
Land:	Rural Residential	1.23 ac.	$ 20,000	$ 24,600
Improvements:	House, well, septic, outbuilding			40,400
Damages:				
			Total Real Property Estimate	$ 65,000

Moving Estimate $ 600

Additive Estimate $ 5,000

Incidental's Est. $ NA

Demolition Estimate $ Receipts of building sales offset cost of demolition.

Judy Peterson Liaison Agent

81-734-3631 9/1/74

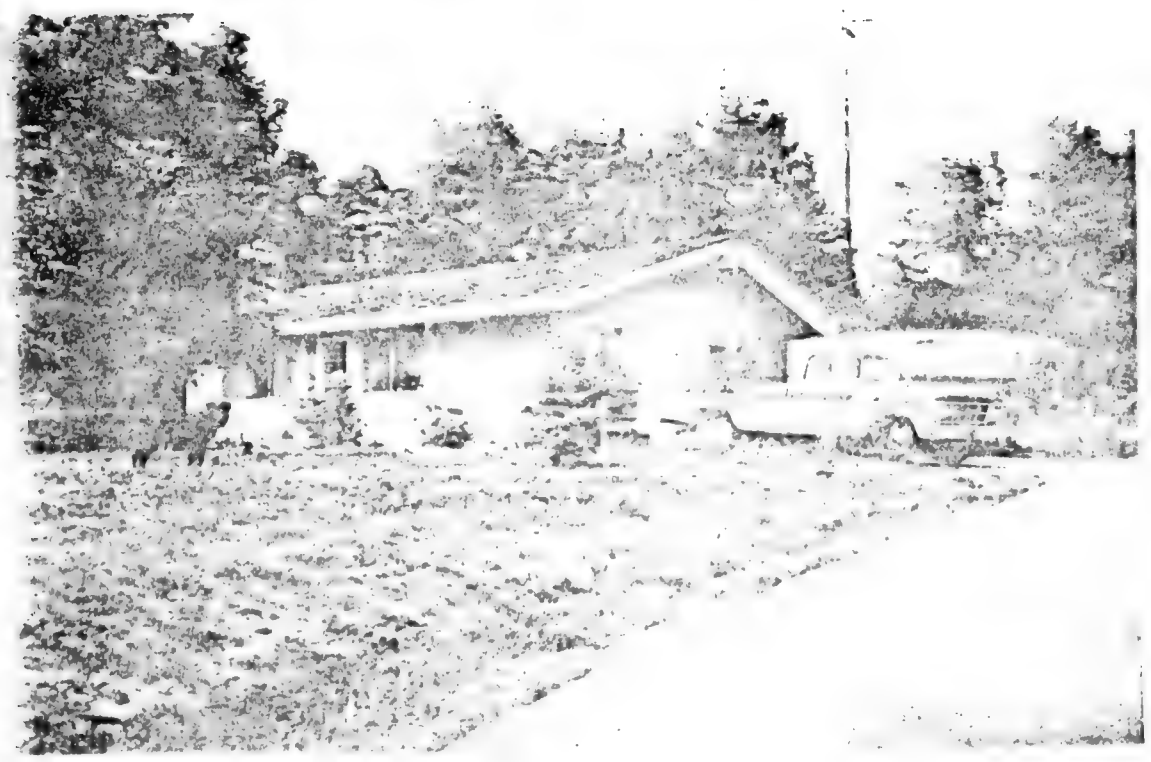
Subject is a two bedroom, one bath home containing 962 square feet. Overall, quality is average, interior quality is better, with extensive paneling. The home was built in 1975. Property enjoys a partial view of the Santiam River.

There is a small outbuilding behind house.

Estimated before value is $53,000.

The area of the subject will be a fill slope for the new alignment, and right-of-way for a new road connecting Epps Lane with Pleasant Valley Road. Acquiring agency will need to make offer for entirety.

Salvage of the structure would be valued at $20,000.



ordinates: Lambert Grid (North Zone)

ent Engineer 245 - 168

979

IVE #1

1,415,500

House

Alternate 1
Parcel 3

R.E. &

MF

House

Carport

Shop

"L 2" 200' S.D.
S = 12° 00'
R = 600.0

"L 3" 10+70.10 P.S.

1.23 ac.

5A 5B 4 4A 3 2 1

Acker Rd. Betty E. Stratton

MF 186 937

5

0.04 ac.

535

545

540

S. 38° 45' W.

0.2 ac.

P.T.

Lawn

Garden

550

House

"L 2" 8+87.79 P.C.S.

"L 2" 8+46.99 P.C.S.

"L 3" 10+16.99 P.T.

6A 6B

530

La Donna M. Jess

337 - 854

"L 3" 7+05.11 P.C.S.

555

W.A. & M.E. Ahola

Epps

Lake

℄

25 65'

*11' 12'

*3 6'

7 65'

REPORT OF PERSONAL INTERVIEW

☐ Non-White

☐ Legal Owner ☐ Contract Purchaser ☐ Other_____ File No. Alternate 1 Parcel 3

☒ Liaison ☐ Appraisal ☐ Property Mgmt. Last Name Stratton

S. Santiam River Bridge

☐ Acquisition ☐ Relocation ☐ Other_____ Section Pleasant Valley Road

Linn County

Name Betty E. Stratton Address PO Box 617 Sweet Home, OR 97386

(1009 Epps Lane)

Documents Delivered: Area of Taking Amount Approved $

☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

	Date			Replcmt Housing	Rent Supp.	Date Written	Date Verbal
Brochures, A & R	_____						
Letter, O-Benefit	_____	Offer	Amount				
		1st	_____	_____	_____	_____	_____
Option	_____	2nd	_____	_____	_____	_____	_____
		3rd	_____	_____	_____	_____	_____
R Claim Forms	_____	4th	_____	_____	_____	_____	_____

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
6-27-80	Discussed the proposed project with Mrs. Stratton. Explained that with Alternate 1 her entire property would be purchased and that with Alternate 2 none of her property would be needed. Mrs. Stratton said that she is in favor of Alternate 1 and would be willing to sell at $50,000 which is what she has in it just to get out of there. She said that after she spoke out at the first public hearing she has been harrassed and has received many irate and harrassing telephone calls at all hours. She said that her dog was poisoned with meat that contained strychnine poison and that she has been told to go back to California. Mrs. Stratton said the neighbors on Epps Lane have been cruel to her and on one day one of them brought her a dish of raspberries, saying she (Mrs. Stratton) might as well have them since they would probably be the last she (the neighbor) would have. Mrs. Stratton also said that the neighbors are objecting to removing the curves and have said only one drunk driver had gone over the bank in many years. Mrs. Stratton said that in only the two years she has lived there three drunk drivers have gone over. She said she had hoped to retire there but now just wants to leave. Mrs. Stratton said she had a prospective buyer last week who offered $52,500 but who decided not to buy because of the possibility of the property being purchased for the bridge project. Mrs. Stratton said she has been working nights at Albany General and if she is unable to attend the public hearing she would have a written statement prepared. She said she had talked with Willis Grafe this week and he had told her the hearing is set for July 31. Mr. Vandiver of White's Electronic's, Inc. has been contacting all persons who would be affected by Alternate 2 and has agreed to read her statement in favor of Alternate 1.

By _____ Right of Way Agent

Judy Peterson

FORM 01-734-2702 Use reverse side (tumblehead)

Mrs. Stratton said there have been numerous biased articles and letters printed in the newspaper in favor of Alternate 2.

I explained briefly the acquisition and relocation programs and thanked Mrs. Stratton for talking with me.

[illegible] ESTIMATE OF RIGHT OF [illegible] [illegible]

Owner LaDonna M. Jess (widow)

Address 1020 Pleasant Valley Road

Sweet Home, OR 97386 Phone 367-3620

Contract Purchaser _____

Address _____

_____ Phone _____

Lessee _____

Address _____

_____ Phone _____

Date of Report 6-23-80

File No. 4

Line Designation Alt. 1

Section South Santiam River Bridge (Sweet Home)

Highway Pleasant Valley Road

County Linn

Limits of Acquisition:

Total Area 0.86 ac

Acquisition 0.2 ac

Sta. 10+00 to Sta. 11+40

Total Right 0.86 ac Left 0

Nature of property acquired: Natural vegetation, some lawn from rural homesite improved with better quality home.

How does acquisition effect balance of Grantor's property? Some loss of privacy and scenic quality.

(On reverse side, give description of entire property, before and after value estimates, type of [illegible] and miscellaneous information where applicable.)

ASSUMPTIONS - [illegible] Will continue to have access to Pleasant Valley Road. No access to new alignment.

Fencing: ☐ Contains livestock ☐ Does not contain livestock

☐ To be reconstructed by State. Explain: _____

Land Service Facilities (culverts, pipe lines, underpasses, etc.):

Occupant Relocation Plans: ☒ None required ☐ Will stay in area

☐ Will lease [illegible] ☐ Wants to move his house

VALUATION

Type	Area	Unit Value	Total Value
Land: Rural Residential	0.2 ac.	$ 20,000	$ 4,000
Improvements:			
Damages:			
		Total Real Property Estimate	$ 4,000

Moving Estimate NA

Additive Estimate NA

Incidental's Est. NA

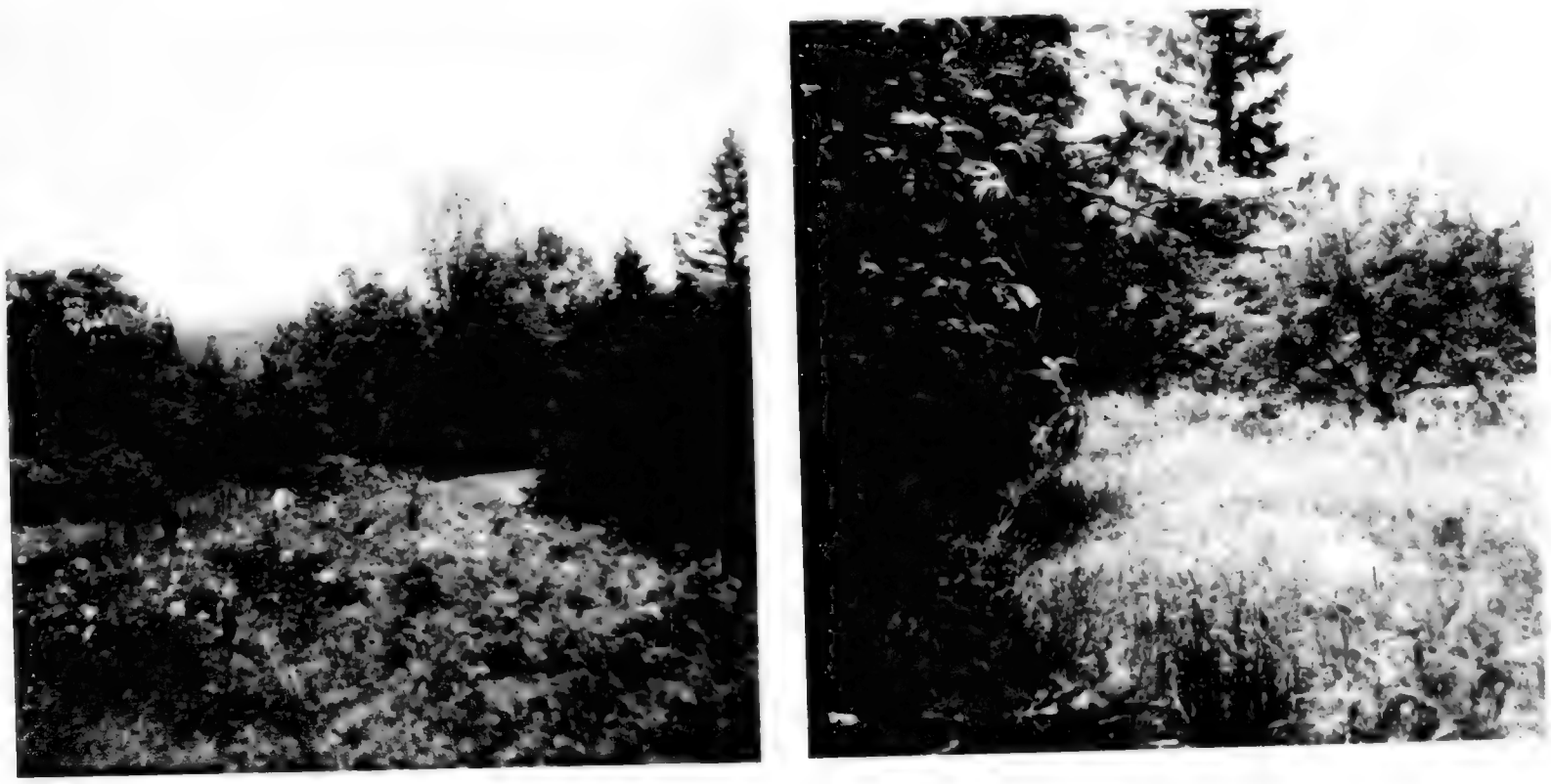
Demolition Estimate NA

Judy Peterson
Liaison Agent

81-734-3631 9/1/74

Subject is a better quality home built in 1964, containing three bedrooms, two baths, living and dining rooms and kitchen, with total area of 1,655 square feet. Interior finish is good to excellent. The house has a two car attached garage and a two-car-attached carport. Surrounding grounds are attractively landscaped. Estimated value of the entirety is $72,000.

The taking would reduce the lot size from 0.86 to 0.66 acre. Aside from the loss of land, the homesite would suffer some loss of privacy and scenic quality.



MF 211 - 291

Alternate Parcel 1

House

carport

Shop

1.23 ac.

538.4'

419.13'

4A

2

3

House

Pd. Betty E. Stratton

MF 186 937

Shop

5

0.04 ac.

Proposed R/W

"L3" 10+70.10 P.S.

"L3" 12+70.10 P.S.

495

490

485

535

540

545

550

S. 38° 45' W.

0.2 ac.

S 29° 56' 18"

505

510

515

520

530

535

540

490

485

Well

Garden

House

6A

6B

6

Shed

Gr. Hse.

3/4 Pipe

W.C.

La Donna M. Jess

337 - 854

W.A & M.E. Ahola

Epps Lane

Proposed R/W

MF

16

65

*3

7 65'

Fence

Tikki-2"

REPORT OF PERSONAL INTERVIEW

☐ Non-White

☐ Legal Owner ☐ Contract Purchaser ☐ Other_____ File No. 4 Alternate #1

☒ Liaison ☐ Appraisal ☐ Property Mgmt. Last Name Jess

South Santiam River

☐ Acquisition ☐ Relocation ☐ Other_____ Section Bridge (Sweet Home)

Pleasant Valley Road

Name LaDonna M. Jess Address 1020 Pleasant Valley Road, Sweet Home, OR 97386

Phone: 367-3523

Documents Delivered:

Area of Taking ☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

Amount Approved $_____

	Date
Brochures, A & R	
Letter, O-Benefit	
Option	
R Claim Forms	

Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
1st					
2nd					
3rd					
4th					

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
5-20-80	While I was discussing the proposed project with other property owners in the area, Mrs. Jess jogged by and stopped to discuss the project. We had a meeting set for May 29, next week, which Mrs. Jess said she wished to keep anyway since other people from her neighborhood would be present at that meeting. Discussed the two alternates with Mrs. Jess. Mrs. Jess said that taking land for the elimination of the two curves on Pleasant Valley Road is unnecessary, and explained to me that she has been in contact with the County Commissioners, the County Engineer, the Resident Engineer, and a number of political figures including Senator Bob Packwood. She said she feels that we are building a freeway bridge and highway for what is actually a rural road and thinks the only thing that needs to be done is to construct a new bridge structure immediately to the east of the present structure. She said the two curves that would be eliminated by one of the proposals should not be eliminated, but should be left there to slow down the traffic (that goes in front of her house). She said that by eliminating the two curves there will be a straightaway for motorcycles and cars to use as a dragstrip. She is afraid too, that getting up speed going down the hill, they will cross the bridge over the river and go right on through the light that is at the Santiam Highway in Sweet Home. Mrs. Jess went on to say she doesn't feel this road is more hazardous than any other of the rural roads and that as far as anyone knows there have only been two serious accidents on these corners: one from a drunk driver and the other a man who fell asleep at the wheel. She said that the realignment and straightening of Pleasant Valley Road is County Engineer Willis Grafes' project and that none of the local residents seem to feel the necessity for eliminating the corners. (continued)

By _____ Right of Way Agent

Use reverse side (tumblehead)

Mrs. Jess said Mr. Grafe told her that the corners have to be eliminated or the County cannot get Federal funds for replacement of the bridge. She said that she wrote to Senator Packwood about this and that he replied that the money was there to be used anyway.

Mrs. Jess also said she feels a substantial fill placed at the north end of the bridge would be detrimental to the scenic nature of the South Santiam River. She said she believes that Alternate #2 would be less disruptive in that while it would require purchase of three houses, that one of them is a rental and another one the owner is willing to sell. She said there might be a problem with the foster care home. Mrs. Jess went on to say that she does not feel that it is right to disrupt all of the property owners in this area who have had well-established homes for some time. She said many people will be affected in that Epps Lane will be closed off, and this has many of them concerned. She said also the impact of the residences on Alternate #2 would be less severe since they are of lower quality, and she feels the owners of the parcels on Alternate #2 would be more than happy to sell out.

Mrs. Jess and I walked over her property and looked at the effects of Alternate #1 on her property. The proposed acquisition from her house has been significantly reduced from the first proposal and is now restricted to some brushy, unmaintained land below the homesite. It also appears the proposed right-of-way line will miss the septic drainfield. The well is also not included in the taking. Mrs. Jess is not at all pleased with the possibility of Alternate #1 being constructed. She added that it would go right by her bedroom window and she did not care to have her privacy interrupted.

Mrs. Jess said she is upset by the prospect of losing the garden area which has not been developed this spring, but which she said would be cultivated very soon. Mrs. Jess went on to say that she did not have any further questions at this time, but wished to keep our meeting on May 29 of next week because she plans to have other people who might be affected by the Epps Lane closing present at her house for that meeting.

REPORT OF PERSONAL INTERVI[illegible] ☐ Non-White

☒ Legal Owner ☐ Contract Purchaser ☐ Other_____ File No. Parcels 4, 13

☐ Liaison ☐ Appraisal ☐ Property Mgmt. Last Name Jess

☐ Acquisition ☐ Relocation ☐ Other_____ Section S. Santiam River Bridge

Name LaDonna Jess Address 1020 Pleasant Valley RD, Sweet Home, OR

Documents Delivered: Area of Taking Amount Approved $_____

Date ☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

Brochures, A & R _____

		Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
Letter, O-Benefit	_____	1st	_____	_____	_____	_____	_____
Option	_____	2nd	_____	_____	_____	_____	_____
		3rd	_____	_____	_____	_____	_____
R Claim Forms	_____	4th	_____	_____	_____	_____	_____

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
2-6-80	I met Mrs. Jess, a widow, at her house. From conversations with other people on the line, I had learned that she is one of the main opponents to the project. From my conversation with her, I found that she has been in active communication with the County Commissioners, County Engineer, the Resident Engineer, and a number of political figures. She objects to the scope of the project. She says that taking land for the elimination of the curves on Pleasant Valley Road is unnecessary. She feels that we are building a freeway bridge and highway for a rural road. She maintains that the only work necessary is replacement of the existing bridge and a slight realignment in front of White's Electronics to eliminate the compound curve off of the bridge. The corners further to the north, should remain. She maintains that Pleasant Valley Road is a winding country road and these corners are no more hazardous than any of the other corners on this road. In fact, she says that as far as anyone knows, there have only been two serious accidents on these corners; one was a drunk driver, and the other fell asleep at the wheel. She maintains that if it was actually such a hazardous corner, that there would be more accidents. She said that realignment and straightening Pleasant Valley Road is Willis Graf's (the county engineer) project. None of the local residents seem to feel a need for the elimination of these corners. But Mr. Graf allegedly insists that the corners have to be eliminated, or the County can not get funds for replacement of the bridge. I showed her the new maps for Alternate #1 and Alternate #2. Alternate #1 is a slight revision of the original proposal for the realignment. Mrs. Jess, is of course opposed to Alternate #1. She is opposed to losing any land from her homesite and also feels that elimination of the corners will actually create a greater hazard by making a "drag strip" from the top of the hill into town. She also feels that the substantial fill to be placed at the north end of the bridge would be detrimental to the scenic nature of the South Santiam River. She was somewhat more pleased with the proposed Alternate #2. This is more in line with where she and the other neighbors feel that the alignment should go. It would maintain the connection of the Epps Lane and would have a smaller impact on the neighborhood. She of course feels that the realignment north from Station 65+00 is unnecessary. However, she

By Lou Schwab
Right of Way Agent

FORM 81-734-3708 Use reverse side (tumblehead)

implied that if the corners had to be taken out of Pleasant Valley Road, then she would prefer the alignment to go on that side even though that right of way would cross property she owns (Parcel #13). She said the impacts on the residences on that side would be less since they are lower quality. Also she said that the owners of Parcel #1 and #12 would be quite happy to sell out, in fact, Parcel #1 is a rental. However, she did say there would be problems with Parcel #11, owned by Mrs. Pearson. Mrs. Pearson runs a small nursing type home and she would hate to see her have to move.

Mrs. Jess questioned why the alignment couldn't be shifted slightly to the east to leave Mrs. Pearson's house. I said that I was not an engineer and I assumed that the alignment as given, would be the best possible choice for relocating Pleasant Valley Road west of its existing location.

After our discussion, we went out and looked at the effects of Alternates #1 and #2 on each property. I pointed out that under the revised Alternate #1, the taking from her house is significantly reduced and is restricted to some brushy, unmaintained land below the homesite. Also, it appears that the proposed right of way line will miss the septic drainfield. I suggested that it appeared that there will be a triangle of of excess land adjacent to her property which will be a fragment of the Stratton property, Parcel #3. It might be possible to arrange a trade of this excess for the property in the taking. Mrs. Jess was not impressed, and still feels that Alternate #1 is a mistake.

Next, we went across the street to Parcel #13 to look at the possible effects of Alternate #2 on her property. This is a low quality rental on a one acre site which she purchased in case she might have to move her house. The right of way comes within approximately seven feet of the northwest corner of the resident. However, the edge of the road will be approximately 50 feet away. The taking will be undeveloped land behind the house. It is presently overgrown with brush. The well and septic system are all on the front of the property away from the taking. Mrs. Jess was not upset by the prospect of losing the land from this property. She prefers that if the road be constructed, Alternate #2 be selected.

LIAISON ESTIMATE OF RIGHT OF WAY COST

Owner Ralph E. and Shari L. Spurgeon — Parcel #5

Address 1008 Epps Lane — Line Designation Alt. #1

Sweet Home Phone 367-6762 — Section South Santiam River Bridge

Contract Purchaser ____ — Highway Pleasant Valley Road

Address ____ — County Linn

____ Phone ____ — Limits of Acquisition:

Lessee ____ — Total Area 1.02 acre

Address ____ — Acquisition 0.04 acre

____ Phone ____ — Sta. 10+60 to Sta. 11+00

Date of Report 2/ 8/80 — Remainder Right 0 Left 0.98 acre

Nature of property acquired: Portion of rural homesite and part of river frontage, no improvements.

How does acquisition affect balance of grantor's property? Small reduction in size, damages to view and livability of residence.

(On reverse side, give description of entire property, before and after value estimates, type of grantor, and miscellaneous information where applicable.)

ASSUMPTIONS - Access: via Epps Lane, will be reconnected to North River Road

Fencing: ☐ Contains livestock ☒ Does not contain livestock

☐ To be constructed by State. Explain: ____

Land Service Facilities (conduits, pipe lines, underpasses, etc.):

None

Occupant Relocation Plans: ☒ None required ☐ Will stay in area

☐ Will leave area ☐ Wants to move his house

VALUATIONS

	Type	Area	Unit Value	Total Value
Land:	Homesite	0.04 acre	$ 25,000	$ 1,000
Improvements:				
Damages: Loss of view				6,000
			Total Real Property Estimate	$ 7,000

Moving Estimate $ 0
Additive Estimate $ 0
Incidental's Est. $ 0
Demolition Estimate $ 0

Lou Schwab
Liaison Agent

81-734-3631 9/1/74

Subject property is a medium quality ranch-style home with three bedrooms, two baths, family room, kitchen and living room. The total area is 1,884 square feet. The house has a one-car attached garage and a two-car carport. The property is attractively landscaped and the house has an excellent view of the South Santiam River. Subject sold in 9/78 for $80,000. This indicates a present value of approximately $90,000. The taking is a small triangular parcel at the west end of the property. The parcel is .04 acres and has a minimal impact on the homesite. However, the bridge and fill proposed under Alternate 1 do have a major impact on the property. In the after condition, subject will be adjacent to the fill for the north end of the South Santiam River bridge. This fill will be approximately 20 feet high and the residence is oriented so that it will be looking almost directly in to the fill. This greatly diminishes the quality of subject's view and one can expect an increase in noise and other inharmonious factors since the road will be much closer to subject in the after condition. The enhancement value of subject's view and river frontage is estimated at $25,000. The appraiser estimates that damages to the remaining homesite would be 25% of this amenity value. This comes to a damage of approximately $6,000.

MF 211 - 291

Alternate Parcel 5

House

carport

shop

House

4A

1.23 ac.

538.4'

719.3'

76.15'

L

Rd. Betty E. Stratton

Shop

MF 186 937

535

540

545

550

S. 38° 45' W.

0.2 ac.

Well

Garden

House

6A

6B

6

"L" 13+10.10 P.I.

"L" 13+10+16.99 P.I.

"L" 12+70.10 P.C.

Proposed R/W

0.04 ac.

490

485

495

435

505

510

515

520

530

535

540

S 29° 56' 18"

W.C.

Proposed R/W

MF

La Donna M. Jess

337 - 854

W.A & M.E. Ahola

Epps Lane

16

5 65'

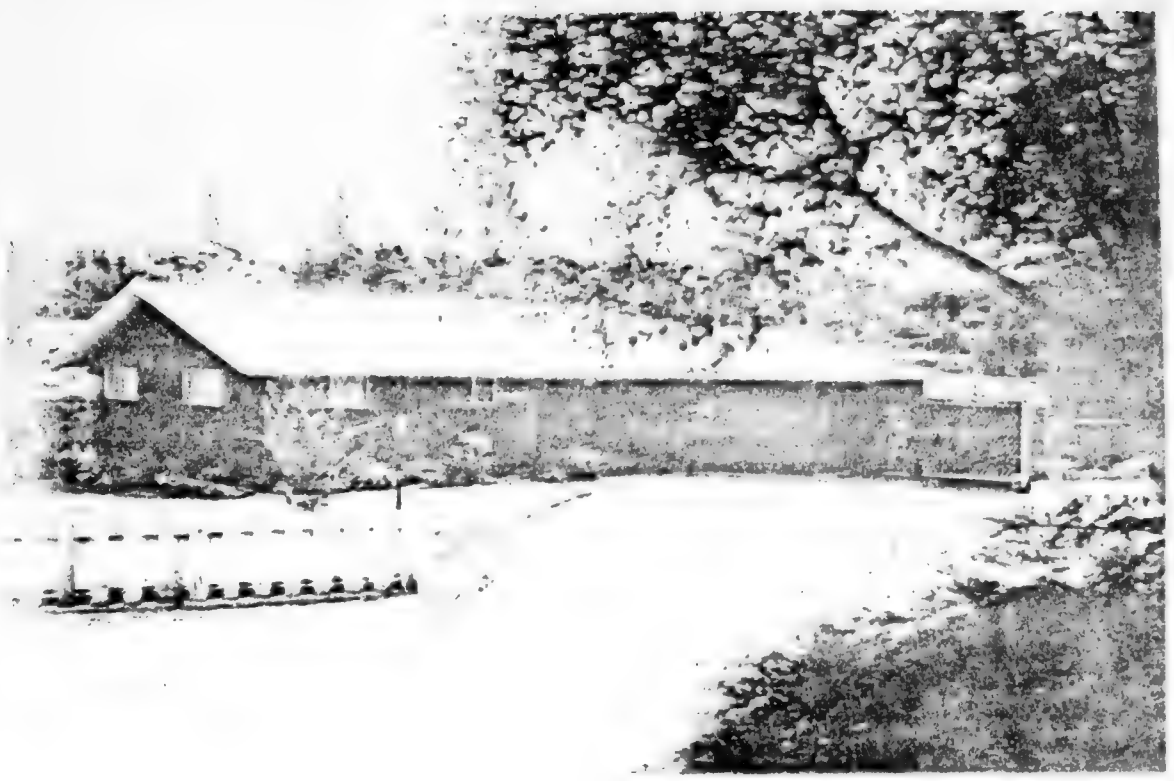
*3

6'

7 65'

Base Course

Nom. Thkn. - 2"



REPORT OF PERSONAL INTERVIE. ☐ Non-White

Alternate 1

☒ Legal Owner ☐ Contract Purchaser ☐ Other_____ File No. Parcel #5

☐ Liaison ☐ Appraisal ☐ Property Mgmt. Last Name Spurgeon

☐ Acquisition ☐ Relocation ☐ Other_____ Section S. Santiam River Bridge

Name Shari L. Spurgeon Address 1008 Epps LN, Sweet Home, OR

Documents Delivered: Area of Taking Amount Approved $

Date ☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

Brochures, A & R _____

	Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
Letter, O-Benefit _____	1st					
Option _____	2nd					
	3rd					
R Claim Forms _____	4th					

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
2-6-80	At the insistence of Mrs. LaDonna Jess (Parcel #4) I met Mrs. Spurgeon and Mrs. McGeorge at Epps Furniture Store in Sweet Home. Mrs. McGeorge's maiden name was Epps and she was one of the original subdividers of the property in this area. She lives close to the proposed project on Epps Lane and works at Epps Furniture. Mrs. Spurgeon works at the First National Bank across the street from Epps Furniture. There appears to be a unanimity of opinion among the neighbors in this area. Many of the arguments and questions brought out by Mrs. Jess were also used by these two ladies. They are opposed to Alternate #1, especially Mrs. Spurgeon, since her house is oriented so that they would be looking directly in to the fill at the north end of the bridge under Alternate #1. They favor the route of Alternate #2. It is similar to one which they proposed as an alternative during the previous court hearing held by the County. Also, like Mrs. Jess, they question the need to straighten out the corners. They say the corners are not as great a hazard as maintained by the County Engineer and that they act to slow down the speed of the traffic travelling through their neighborhood. They maintain that a straight road all the way to the top of the hill would encourage people to go even faster, thus endangering their lives when they try to enter the road. Like Mrs. Jess, they are concerned that Alternate #2 would take Mrs. Pearson's house (Parcel #11). They would like to see the right of way shifted to miss her house. Also, Spurgeon said that she had been told by Mr. Graf and Keats Oliver, the Highway Division's Resident Engineer that Pleasant Valley Road had to have the curves straightened as part of the bridge project, otherwise they could not get federal participation and replacement of the bridge structure. She asked me whether this was true or not and said that she had seen a number of fairly recent bridge projects where the approaches have curves as hazardous as those on Pleasant Valley Road. I said that I did not have an answer to her question and that Mr. Oliver would have to be consulted for an answer. Another objection they have to Alternate #1 is the access connection to Epps Lane. They say that the proposed connection crossing the

By Lou Schwab
Right of Way Agent
Lou Schwab

FORM 81-734-3708 Use reverse side (tumblehead)

Stratton property would be too steep and they could not go up it in the winter. I said that I did not have a profile for this road and so I could not determine the finished grade. I asked Mrs. McGeorge whether it would be possible to carry traffic from Epps Lane via the connection onto River Road to the east. She said that this is a private driveway, not a public road and she and her adjoining neighbor would fight such a connection since the road goes virtually under her bedroom window. They prefer the present location for Epps Lane and say that ingress and egress onto Pleasant Valley Road is not very dangerous.

Both of these ladies, like Mrs. Jess, exhibited a considerable amount of hostility against White's Electronics. They claim that Alternate #1 is Willis Graf's pet project supported by White's Electronics, which would benefit greatly by moving the road away from the front of their plant. They claim that White's Electronics is favored to the expense of the many individual property owners who will be inconvienced and damaged by Alternate #1.

LIAISON ESTIMATE OF RIGHT OF WAY COST

Owner Nancy Epps

Address

Phone

Contract Purchaser William C. & Fern Honeycutt

Address 10849 Empire Grade, Santa Cruz,

CA 95060 Phone 408-426-4652

Lessee

Address

Phone

Date of Report

File No. Parcel #6

Line Designation Alt. #1

Section South Santiam River Bridge

Highway Pleasant Valley Road

County Linn

Limits of Acquisition:

Total Area 2.77 ac.

Acquisition 1.53 ac.

Sta. 10+75 to Sta. 15+10

Remainder Right 1.16 ac Left .08 ac.

Nature of property acquired: unimproved homesite

How does acquisition affect balance of grantor's property? reduction in size of homesite and obstruction of view for remainder.

(On reverse side, give description of entire property, before and after value estimates, type of grantor, and miscellaneous information where applicable.)

ASSUMPTIONS - Access: same as before, via existing road and Epps Lane.

Fencing: ☐ Contains livestock ☒ Does not contain livestock

☐ To be constructed by State. Explain:

Land Service Facilities (conduits, pipe lines, underpasses, etc.):

none

Occupant Relocation Plans: ☒ None required ☐ Will stay in area

☐ Will leave area ☐ Wants to move his house

VALUATIONS

	Type	Area	Unit Value	Total Value
Land:	homesite	1.53 ac.	$ 9,025/ac.	$ 13,808
	remaining land			1,530
Damages: ~~Improvements~~	severed parcel	.08 ac.	9,025/ac.	722
~~Damages~~				
			Total Real Property Estimate	$16,060

Moving Estimate $

Additive Estimate $

Incidental's Est. $

Demolition Estimate $

Lou Schwab
Liaison Agent
Lou Schwab

81-734-3631 9/1/74

Subject is a sloping 2.77 acre parcel with fringe on the Santiam River. It has an excellent view and a highly desirable location. The only problem is that the steep and rocky terrain may make it very difficult to locate a septic system. The parcel is assessed at $8,270. The taking is an irregular parcel comprising the approximate west half of the tract. Because of the shape and angle of the taking, more than two-thirds of the subject's river frontage (1.53 acre taking) is valued at $9,025 per acre. Additionally, there is a small .08 acre of steep rocky land, isolated on the east side of the new alignment. This parcel will be useless and is damaged at 100% of market value. Damages are hard to call on this parcel. There is no doubt that the property is less desirable due to the decreased river frontage and the fact that the property will be sandwiched between two roads and will have a tall bridge fill on the east side. The reduction in area also makes location of a suitable septic disposal site less likely. Market value of the remaining 1.16 acre parcel is estimated at $8,000 vs. a before value of $25,000. This indicates a damage of $1,530.

MF 211 - 291

S 40° E.
a 2.

Alternate 1
Parcel 6

House

Carport

Shop

Proposed R/W

495
490
485

L3" 12+70.10 P.S.C.

L3" 13+32.81 P.C.S.

460
465
470
475
480
490
495
500

0.04 ac.

1.53 ac.

7

6

11

10

S 29° 56' 18" W

505
510
515
520
530
535
540

W.C. & F.H. Honeycutt

MF 154 236

Proposed R/W

Epps Lane

505
495
515
525

REPORT OF PERSONAL INTERVIEW

☐ Non-White

☐ Legal Owner ☐ Contract Purchaser ☐ Other_____ File No. Alternate 1 Parcel 6 / Alternate 2 Parcel 6

☒ Liaison ☐ Appraisal ☐ Property Mgmt. Last Name Honeycutt

☐ Acquisition ☐ Relocation ☐ Other_____ Section S. Santiam River Bridge / Pleasant Valley Road / Linn County

Name William C. and Fern Honeycutt Address 10849 Empire Grade, Santa Cruz, CA 95060

Phone: 1-408-426-4652

Documents Delivered:

Area of Taking ☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

Amount Approved $

	Date		Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
Brochures, A & R			1st					
Letter, O-Benefit			2nd					
Option			3rd					
R Claim Forms			4th					

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
	Attempts to reach the Honeycutts unsuccessful. While at a neighborhood meeting on 5-20-80 at LaDonna Jess' residence, Nancy (Epps) McGeorge said the Honeycutts are presently living with friends in the Sweet Home area and could be reached at 367-2890. Mrs. McGeorge said that it would be best if I talked only with Mr. Honeycutt because Mrs. Honeycutt has been very ill due to the effects of the proposed bridge replacement project. She said the Honeycutts had purchased the property so they could build on it and retire and that it has been extremely upsetting to them.
6-27-80	Discussed the proposed alternates with Mr. Honeycutt. He said the proposed project has greatly affected their lives and has been very upsetting to them. Mr. Honeycutt said that they have had to purchase other property on which to build and are in the process of building their retirement home. The site is not on the river. He said that they just had to forget about living on the subject property. I thanked Mr. Honeycutt for talking with me. He said that he would be at the public hearing.

By _____
Right of Way Agent

LIAISON ESTIMATE OF RIGHT OF WAY COST

Owner Carl F. & Herbert J. Erickson

Address 7403 Huron Street, Portland,

OR 97203 Phone 285-9421

Contract Purchaser _____

Address _____

_____ Phone _____

Lessee _____

Address _____

_____ Phone _____

Date of Report 6-23-80

File No. 7

Line Designation Alt. 1

Section South Santiam River Bridge (Sweet Home)

Highway Pleasant Valley Road

County Linn

Limits of Acquisition:

Total Area 0.52 ac

Acquisition 0.09 ac

Sta. 17+30 to Sta. 19+45

Remainder 0 Left 0.43 ac

Nature of property acquired: Front yard of well-built older home, gravel turnaround, trees, landscaping.

How does acquisition affect balance of grantor's property? _____

(On reverse side, give description of entire property, before and after value estimates, type of grantor, and miscellaneous information where applicable.)

ASSUMPTIONS - Access: Unrestricted to new alignment.

Fencing: ☐ Contains livestock ☒ Does not contain livestock

☐ To be constructed by State. Explain: _____

Land Service Facilities (conduits, pipe lines, underpasses, etc.):

_____

Occupant Relocation Plans: ☒ None required ☐ Will stay in area

☐ Will leave area ☐ Wants to move his house

VALUATIONS

	Type	Area	Unit Value	Total Value
Land:	Rural Residential	0.09 ac.	$ 28,000	$ 2,520
Improvements:	Landscaping, trees, gravel			2,000
Damages:	fence			200
				300
			Total Real Property Estimate	$ 5,020

Moving Estimate $ NA

Additive Estimate $ NA

Incidental's Est. $ NA

Demolition Estimate $ NA

Judy Peterson Liaison Agent

81-734-3631 9/1/74

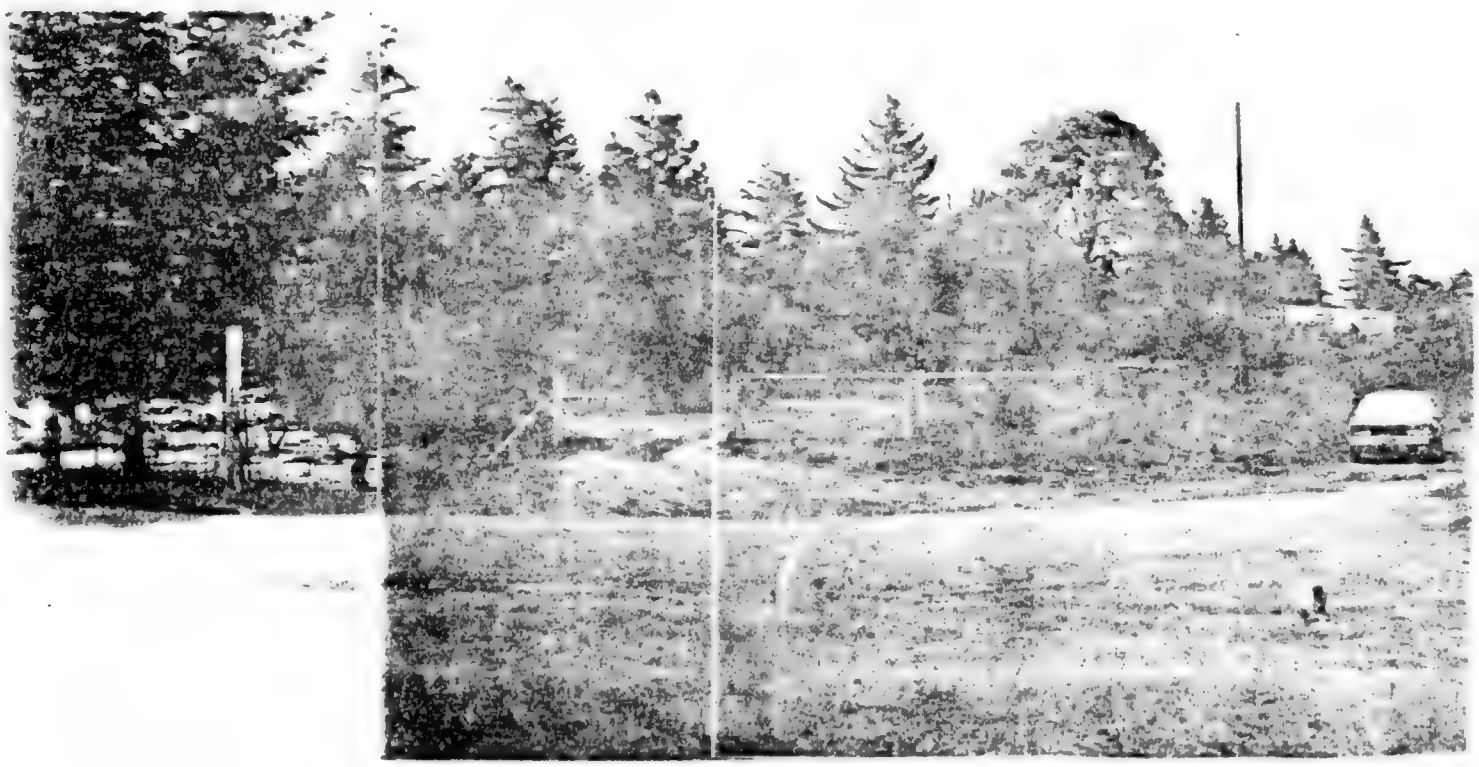
Subject property is an older home containing three bedrooms, one bath, and a large living room with dining area. The house was remodeled inside since its construction in the 1930's. Interior finish is good, superior to exterior. The area of the house is 1,324 square feet. A two car carport is attached to the house.

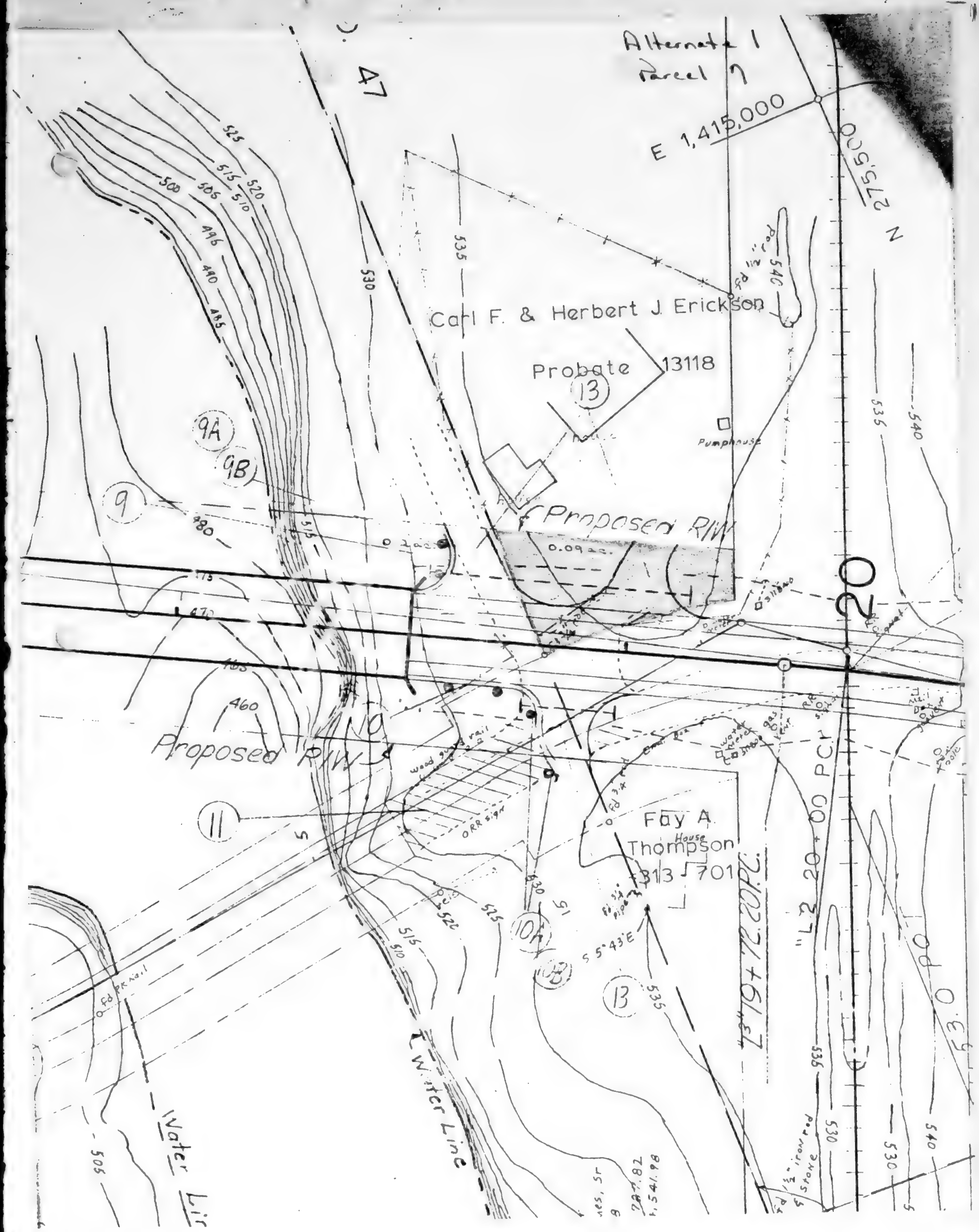
There is a substantial 20 x 26 shop. It appears this structure was converted from a garage. There is also an 8' x 8' pump house.

The grounds in front of the house are attractively landscaped with a number of shrubs, trees and well maintained lawn. A large gravel turnaround in the center of the yard serves the property. The yard provides some seclusion and privacy from Pleasant Valley Road.

The taking will remove a substantial portion of the yard and much of the landscaping and turnaround.

It is estimated that before value is $51,000.




Alternate 1
Parcel 7
E 1,415,000
N 275,500
Carl F. & Herbert J. Erickson
Probate 13118
Pumphouse
Proposed R/W
0.09 ac.
Proposed R/W
Fay A. Thompson House
313 / 701
S 5°43'E
1,202.74'
Water Line
Power Poles
Fd 3" pipe
Fd 1/2" pipe
Wood Sign
ORR Sign
Fd PK Nail
Fd 0
Fd 0.3'
Fd 0.6'
Fd 0.5'
Fd 0.7'
Fd 0.8'
Fd 0.9'
Fd 1.0'
Fd 1.1'
Fd 1.2'
Fd 1.3'
Fd 1.4'
Fd 1.5'
Fd 1.6'
Fd 1.7'
Fd 1.8'
Fd 1.9'
Fd 2.0'
Fd 2.1'
Fd 2.2'
Fd 2.3'
Fd 2.4'
Fd 2.5'
Fd 2.6'
Fd

REPORT OF PERSONAL INTERVIEW

☐ Non-White

☐ Legal Owner ☐ Contract Purchaser ☐ Other_____

☒ Liaison ☐ Appraisal ☐ Property Mgmt.

☐ Acquisition ☐ Relocation ☐ Other_____

Alternate 1
File No. Parcel 7

Last Name Erickson

S. Santiam River Bridge
Section Pleasant Valley Road
Linn County

Name Carl F. and Herbert J. Erickson Address 7403 Huron St., Portland, OR
Phone: 285-9421

Documents Delivered:

Date

Brochures, A & R _____

Letter, O-Benefit _____

Option _____

R Claim Forms _____

Area of Taking ☐ Dwelling ☐ Farm ☐ Bus.

Amount Approved $_____ ☐ Nonprofit ☐ Unimproved

Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
1st					
2nd					
3rd					
4th					

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
	Attempts to reach Carl Erickson unsuccessful. Contact in June 1979 showed the stepmother of Carl and Herbert to be living on the property. The Ericksons will be notified of the public hearing set for July 31, 1980.

By _____ Right of Way Agent

FORM 81-734-3708 Use reverse side (tumblehead)

LIAISON ESTIMATE OF RIGHT OF WAY COST

Owner Robert J. Bowler

Address P.O. Box 154, Sweet Home, OR 97386

Phone 367-3755

Contract Purchaser Jeffrey &Elizaveth Randolph

Address c/o City School, P.O. Box 154

Yukatat, Ak 99689 Phone 907-784-3438

Lessee Sweet Home Cable TV

Address 150 Main Street, Sweet Home,

OR 97386 Phone 367-5511

Date of Report 6-23-80

File No. 8

Line Designation Alt. 1

Section South Santiam River Bridge (Sweet Home)

Highway Pleasant Valley Road

County Linn

Limits of Acquisition:

Total Area 0.52 ac

Acquisition 0.01 ac

Sta. 20+50 to Sta. 21+50

Remainder Right 0.51 ac Left 0

Nature of property acquired: Strip of parking area containing some gravel and asphalt, small amount of lawn.

How does acquisition affect balance of grantor's property?

No effect.

(On reverse side, give description of entire property, before and after value estimates, type of grantor, and miscellaneous information where applicable.)

ASSUMPTIONS - Access:

Fencing: ☐ Contains livestock ☒ Does not contain livestock

☐ To be constructed by State. Explain:

Land Service Facilities (conduits, pipe lines, underpasses, etc.):

Occupant Relocation Plans: ☒ None required ☐ Will stay in area

☐ Will leave area ☐ Wants to move his house

VALUATION

	Type	Area	Unit Value	Total Value
Land:	C-1 Commercial	0.01 ac.	$ 2.00	$ 1,300
Improvements:	gravel, asphalt, lawn (650 s.f.)			200
Damages:				
			Total Real Property Estimate	$ 1,500

Moving Estimate $ NA

Additive Estimate $ NA

Incidental's Est. $ NA

Demolition Estimate $ NA

Judy Peterson Liaison Agent

81-734-3631 9/1/74

Subject property is an irregularly shaped parcel, 0.385 acre in area. It is improved with two buildings. The easterly building contains Econo Wash Laundromat with living quarters above. A smaller one-story building is used for a business rental.

Parking is adequate for both buildings. The taking would have a negligible effect on the remainder property.

Alternate 2 Parcel 8

SWEET

E 1,415,000

N 2755.00

& Herbert J. Erickson

Probate 13118

13

Pumphouse

Proposed RW

0.09 ac.

"P.I. 2+31.22
RR 1+52.22
POT"
POT

L L & P.J. Hansen

294 - 547

"L2" 4° 30" C.R.

Δ = 9°

T = 100.21

14

15

P I

S 38°56'18"W

Fay A. Thompson House

313 - 701

0.01 ac.

JL & EB Randolph

MF 97 - 420

"L2" 20+00 P.C.

"L2" 22+00 P.T.

"L2" 19+72.01 P.C.

S 5°43'E

535

536

530

540

P.T.

P.R.

"L2" 18+53.41

"L2" 20+00.00 P.T.

"L2" 22+00.00 x 22.00

REPORT OF PERSONAL INTERV[illegible]

☐ Non-White

☐ Legal Owner ☐ Contract Purchaser ☐ Other_____

☒ Liaison ☐ Appraisal ☐ Property Mgmt.

☐ Acquisition ☐ Relocation ☐ Other_____

Alternate 1, Parcel 8
File No. Alternate 2, Parcel 8

Last Name Bowler
S. Santiam River Bridge
Section Pleasant Valley Road
Linn County

Name Robert J. Bowler Address PO Box 154, Sweet Home, OR 97386
Phone: 367-3755

Documents Delivered:

Area of Taking ☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

Amount Approved $_____

	Date
Brochures, A & R	_____
Letter, O-Benefit	_____
Option	_____
R Claim Forms	_____

Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
1st					
2nd					
3rd					
4th					

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
6-27-80	Talked with Mrs. Bowler. Jeffrey and Elizabeth Randolph, % City School, PO Box 154, Yukatat, AK 99689 are purchasing the property from the Bowlers. Told Mrs. Bowler that the public hearing would be July 31 and that we would notify the Randolphs by mail if unable to reach them by telephone. Attempts to reach the Randolphs by telephone unsuccessful (1-907-784-3438).

By _____
Right of Way Agent
Judy Peterson

FORM 81-734-3708

Use reverse side (tumblehead)

L__ SON ESTIMATE OF RIGHT OF WAY CO__

Owner City of Sweet Home

Address Sweet Home, Oregon

Phone

Contract Purchaser

Address

Phone

Lessee

Address

Phone

Date of Report 6-23-80

File No. 16

Line Designation Alt. 1

Section South Santiam River Bridge (Sweet Home)

Highway Pleasant Valley Road

County Linn

Limits of Acquisition:

Total Area

Acquisition 0.2 ac.

Sta. 17+75 to Sta. 19+60

Remainder Right 0 Left

Nature of property acquired: Steep river bank - unbuildable site.

How does acquisition affect balance of grantor's property? Reduction in size only.

(On reverse side, give description of entire property, before and after value estimates, type of grantor, and miscellaneous information where applicable.)

ASSUMPTIONS - Access: No change.

Fencing: ☐ Contains livestock ☐ Does not contain livestock

☐ To be constructed by State. Explain:

Land Service Facilities (conduits, pipe lines, underpasses, etc.):

Occupant Relocation Plan: ☐ None required ☐ Will stay in area

☐ Will leave area ☐ Wants to move his house

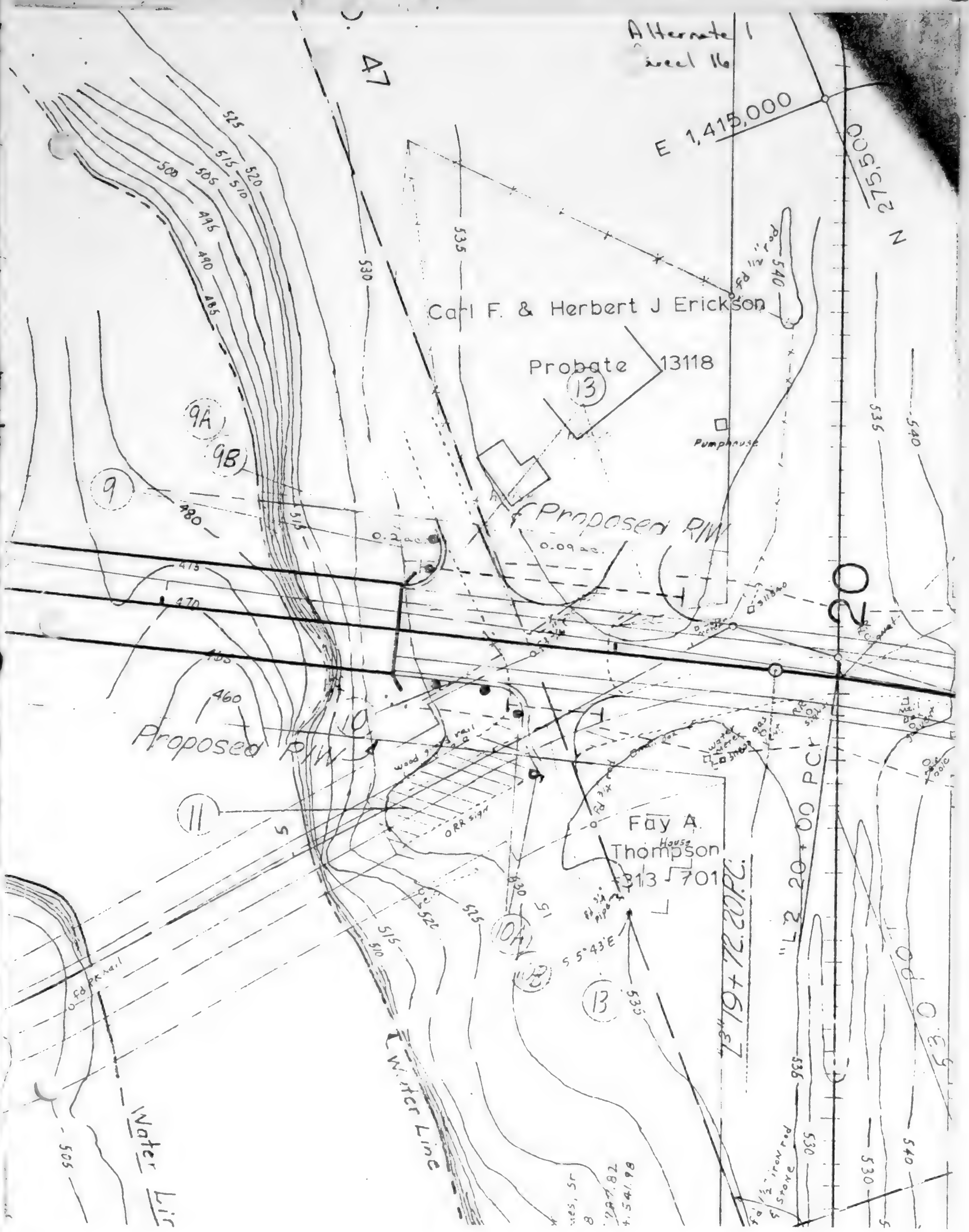
VALUATIONS

	Type	Area	Unit Value	Total Value
Land:	Rural residential	0.20 ac.	$ 15,000	$ 3,000
Improvements:	Steep river bank			
	Sign			200
Damages:				
			Total Real Property Estimate	$ 3,200

Moving Estimate $ NA if sign purchased
Advisory Estimate $ NA
Incidental's Est. $ NA
Demolition Estimate $ NA

Judy Peterson
Liaison Agent

81-734-3631 9/1/74


Alternate 1
Reel 16
E 1,415,000
N 275,500
47
525
520
515
510
505
500
495
490
485
530
535
540
Carl F. & Herbert J Erickson
Probate 13118
13
9A
9B
9
480
515
0.2 ac.
Pumphouse
Proposed P/W
0.09 ac.
415
470
465
460
Proposed P/W
10
11
Fay A. Thompson
House
013 701
ORR sign
Fd PK nail
Water Line
S 5°43'E
S 00°22'37" E 2,702.22 Pl.
536
530
525
505
Power pole
Iron stake

LIAISON ESTIMATE OF RIGHT OF WAY COST

Owner State Land Board

Address Salem, Oregon

Phone

Contract Purchaser

Address

Phone

Lessee

Address

Phone

Date of Report 6-23-80

File No. 17

Line Designation Alternate 1

Section South Santiam River Bridge (Sweet Home)

Highway Pleasant Valley Road

County Linn

Limits of Acquisition:

Total Area

Acquisition 0.72 ac.

Sta. 14+76 to Sta. 17+88

Remainder Right Left

Nature of property acquired: river bottom

How does acquisition affect balance of grantor's property?

(On reverse side, give description of entire property, before and after value estimates, type of grantor, and miscellaneous information where applicable.)

ASSUMPTIONS - Access none

Fencing: ☐ Contains livestock ☐ Does not contain livestock

☐ To be constructed by State. Explain:

Land Service Facilities (conduits, pipe lines, underpasses, etc.):

Occupant Relocation Plans: ☐ None required ☐ Will stay in area

☐ Will leave area ☐ Wants to move his house

VALUATIONS

	Type	Area	Unit Value	Total Value
Land:	River Bottom		$ (Estimate based on previous land acquisitions from State Land Board)	$ 1,000
Improvements:				
Damages:				
			Total Real Property Estimate	$ 1,000

Moving Estimate $

Additive Estimate $

Incidental's Est. $

Demolition Estimate $

Liaison Agent
Judy Peterson

81-734-3631 9/1/74

ALTERNATE NO. 47
Route 1
I — 5
288
535
Carl F
530
525
520
515
510
505
500
495
490
485
515
9A
9B
9
480
415
470
465
460
Proposed
11
525
520
515
510
E Water Lin
Wate
50
8
S 28° 14' 30" W
L 13 15+32.81 PT
SANTIAM
455
460
465
470
480
15
50'
485
490
495
505
515
525
500
Point
P
P
P

[illegible] ESTIMATE OF RIGHT OF WAY COST

Owner P.G. & N. Ingram

Address 1037 Pleasant Valley Road

Sweet Home, OR Phone 367-5024

Contract Purchaser

Address

Phone

Lessee

Address

Phone

Date of Report 6-23-80

File No. 1

Line Designation Alt. 2

Section South Santiam River Bridge (Sweet Home)

Highway Pleasant Valley Road

County Linn

Limits of Acquisition:

Total Area 0.3 ac

Acquisition 0.2 ac

Sta. 58+00 to Sta. 59+50

Remainder Right 0 Left 0.1 ac

Nature of property acquired: Three bedroom, one-bath, 1,228 square-foot residence. Attached one-car garage and detached two-car garage. Landscaping.

How does acquisition affect balance of grantor's property? Loss of homesite.

(On reverse side, give description of entire property, before and after value estimates, type of grantor, and miscellaneous information where applicable.)

ASSUMPTIONS - Access: No change. Remains to Pleasant Valley Road

Fencing: ☐ Contains livestock ☒ Does not contain livestock

☐ To be constructed by State. Explain:

Land Service Facilities (conduits, pipe lines, underpasses, etc.):

Occupant Relocation Plans: ☐ None required ☒ Will stay in area

☐ Will leave area ☐ Wants to move his house

VALUATIONS

	Type	Area	Unit Value	Total Value
Land:	Rural residential	0.2 ac	$ 36,000	$ 11,250
Improvements:	House, garage, shed			33,000
Damages:	Uneconomic remainder 0.1			750
			Total Real Property Estimate	$ 45,000

Moving Estimate $ 500

Additive Estimate $ NA

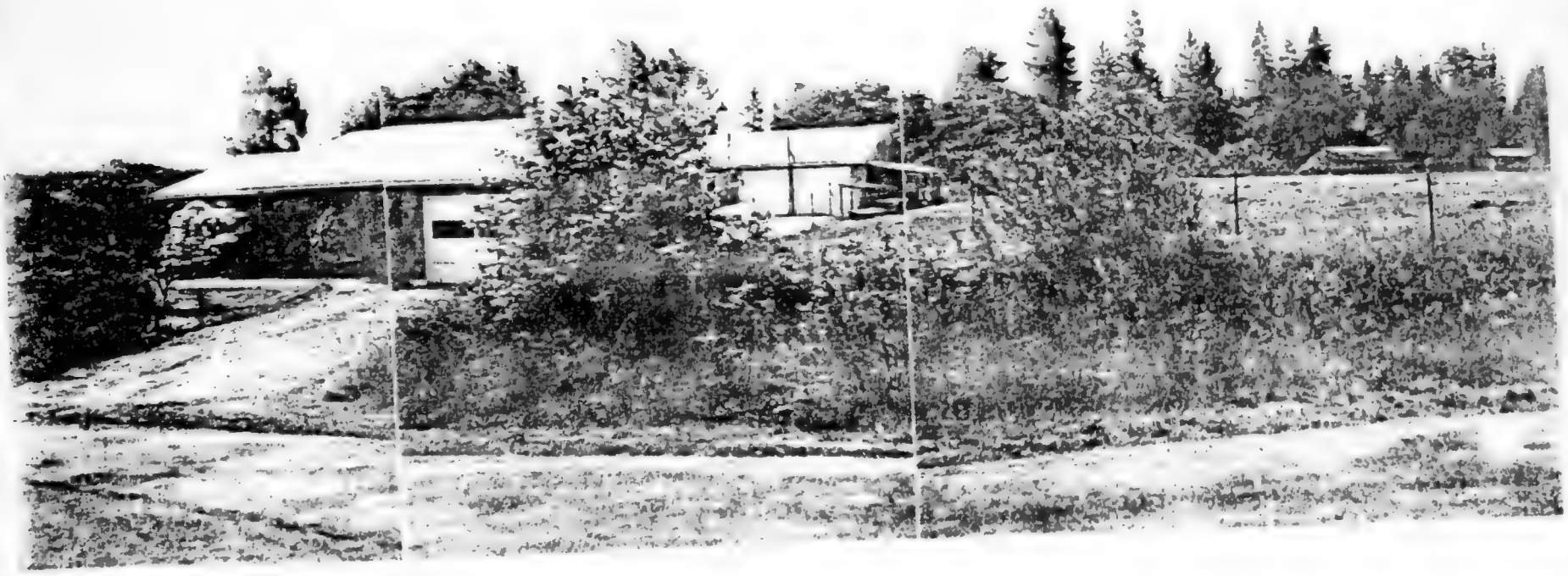
Incidental's Est. $ NA

Demolition Estimate $ NA

Judy Peterson Liaison Agent

81-734-3631 9/1/74

Inexpensively constructed ranch-style residence with three bedrooms and one bath and containing 1,228 square feet. One-car garage attached to the house and two-car detached garage located to rear of house. Grounds are landscaped. The front yard sits on a bench a few feet higher than the road toward the southerly end of the homesite.



Alternate 2
Reel 1

P. 20+00

N 01° 35' 04" E

12" Conc.

Fd. 7/8" Axle

Pleasant Valley Road

Fd. 1" Pipe

P. 20+89.99

Shed

House

Shed

K.L. & F.J. Noah

MF133 - 326

P.G. & N. Ingram

House

331 - 612

0.2 ac.

P. 23+52.31

0.42 ac.

0.04 ac.

Garage

Shed

0.4 ac.

Donald A. Doersch

315 - 426

L. Jess, Agt.

MF 241 - 339C

Cluff & Irene Francis

283 - 75

Cluff

N 277,000

E 1,415,000

White

181

REPORT OF PERSONAL INTERVIEW ☐ Non-White

☐ Legal Owner ☐ Contract Purchaser ☐ Other_____ File No. 1, Alt. #1 and #2

☒ Liaison ☐ Appraisal ☐ Property Mgmt. Last Name Ingram

South Santiam River Bridge

☐ Acquisition ☐ Relocation ☐ Other_____ Section (Sweet Home) Pleasant Valley Road, Linn County

Name Paul Ingram Address 1059 Pleasant Valley Road, Sweet Home, OR 97386

Bus. Phone 757-4184 (Department of Fish & Wildlife, Corvallis)

Documents Delivered: Area of Taking Amount Approved $

Date ☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

Brochures, A & R _____

		Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
Letter, O-Benefit	_____	1st	_____	_____	_____	_____	_____
Option	_____	2nd	_____	_____	_____	_____	_____
		3rd	_____	_____	_____	_____	_____
R Claim Forms	_____	4th	_____	_____	_____	_____	_____

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
5-20-[illegible]	Discussed the proposed bridge replacement project with Mr. Ingram. Explained Alternate 1 and Alternate 2 and how each would affect his property. Mr. Ingram has no objection to Alternate 1 in that it would only take a small corner of the property. Alternate 2, however, would require acquisition of residence. Mr. Ingram said this presents no difficulty in that he is using the house as a rental and must sell it some time after the first of September for tax purposes anyway. Mr. Ingram said the property is currently leased to Bob Worthington, who is a city policeman for the City of Sweet Home. Mr. Worthington has a lease that runs until the first of September and is currently building a home further down Pleasant Valley Road which he intends to occupy after that date. Mr. Worthington's telephone number is 367-8378. Mr. Ingram said he had no other questions about the project and said he would probably attend the public hearing which I told him would be held probably in the latter part of July.

By_____
Right of Way Agent

FORM 81-734-3708 Use reverse side (tumblehead)

[illegible] ESTIMATE OF RIGHT O- WAY COST

Owner Charley & Phyllis Cook

Address

Phone

Contract Purchaser Kenneth L. Noah

Address 690 4th Avenue, Sweet Home, OR 97386

Phone 367-3396

Lessee

Address

Phone

Date of Report 6-23-80

File No. 2

Line Designation Alt. 2

Section South Santiam River Bridge (Sweet Home)

Highway Pleasant Valley Road

County Linn

Limits of Acquisition:

Total Area 0.99 ac

Acquisition 0.04 ac

Sta. 59 to Sta. 60

Remainder Right 0 Left 0.94 ac

Nature of property acquired: triangle of unused land, no improvements.

How does acquisition affect balance of grantor's property? no damage: special benefits by removing traffic from front of house.

(On reverse side, give description of entire property, before and after value estimates, type of grantor, and miscellaneous information where applicable.)

ASSUMPTIONS - Access: No change. Remains to Pleasant Valley Road.

Fencing: ☐ Contains livestock ☒ Does not contain livestock

☐ To be constructed by State Explain:

Land Service Facilities (conduits, pipe lines, underpasses, etc.):

Occupant Relocation Plans: ☒ None required ☐ Will stay in area

☐ Will leave area ☐ Wants to move his house

VALUATIONS

	Type	Area	Unit Value	Total Value
Land:	Rural residential	0.04 ac.	$15,000	$ 600
Improvements:				
Damages:				
			Total Real Property Estimate	$ 600

Moving Estimate $ NA

Additive Estimate $ NA

Incidental's Est. $ NA

Demolition Estimate $ NA

Judy Peterson Liaison Agent

81-734-3631 9/1/74

Older three-bedroom, two-bath residence containing 736 square feet. Condition of interior and exterior is fair. The house is located about halfway between the northerly and southerly boundaries of the 0.99 acre parcel and is situated very close to Pleasant Valley Road. Two sheds are located near the house and a pumphouse is located 100 feet southerly.

The taking is a 0.04 acre triangular-shaped parcel of unused land located at the northwest corner of the property. There are no damages caused by the taking; compensation is restricted to the value of the land taken.

(North Zone)

Sally Kate Waldroup

MF 35 - 870

Alternate 2
Parcel 2

Carpenter

2 - 68

Fd. ½" Pipe

N 276,642.9
E. 1,415,422.

Fd. 1" R.R. Spike "P" 18+10.34

"P" 20+00

N 01° 35' 04" E

12" Conc.

Fd. 1" Pipe

"P" 20+89.99

House

Shed

Pumphouse

3020

K.L. & F.J. Noah

MF133 - 326

Mail Box

& N. Ingram

House

331

612

0.2 ac.

0.04 ac.

Pump

Garage

Shed

0.4 ac.

House

335 - E

Donald A. Doersch

315 - 426

L. Jess, Agt.

MF 241 - 339C

Shed

0.3 ac.

Antenna

Cluff & Irene Francis

REPORT OF PERSONAL INTERVIEW

☐ Non-White

☐ Legal Owner ☐ Contract Purchaser ☐ Other_____

File No. #2 Alternate #1
#2 Alternate #2

☒ Liaison ☐ Appraisal ☐ Property Mgmt.

Last Name Noah

☐ Acquisition ☐ Relocation ☐ Other_____

Section South Santiam River Bridge (Sweet Home) Pleasant Valley Road

Name Mrs. Kenneth L. Noah Address 690 4th Avenue, Sweet Home, OR 97386
Phone: 367-3395

Documents Delivered:

Area of Taking ☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

Amount Approved $_____

	Date
Brochures, A & R	
Letter, O-Benefit	
Option	
R Claim Forms	

Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
1st					
2nd					
3rd					
4th					

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
5-9-80	Met with Mrs. Noah at her home on 4th Avenue in Sweet Home. Discussed the proposed project and showed her preliminary plans for Alternates 1 and 2. Mr. and Mrs. Noah own a rental house on Pleasant Valley Road which is occupied by tenants. The house is also listed for sale. Alternate 2 would require purchase of a small triangle of unused land with no improvements. Alternate 1 would require purchase of a strip of the homesite, shrubs, and lawn, and would move the property line to within eight feet of the front of the house. Mrs. Noah is very well informed of the project. She said she has been to Linn County to look at the plans, and she said that she and her husband are definitely opposed to Alternate 1. She said that they would have no problems with Alternate 2. I thanked Mrs. Noah for meeting with me and said that the public hearing would be held probably some time in the latter part of July and that it would be announced in the newspapers.
6-23-80	Verified with Realtor Arlie Elliott that the subject house is no longer listed for sale.

By _____ Right of Way Agent
Judy Peterson

FORM 81-734-3709

Use reverse side (tumblehead)

LIAISON ESTIMATE OF RIGHT OF WAY COST

Owner Nancy Epps

Address

Phone

Contract Purchaser William and Fern Honeycutt

Address 10849 Empire Grade, Santa Cruz,

CA 95060 Phone 408-426-4652

Lessee

Address

Phone

Date of Report

File No. Parcel #6

Line Designation Alt. #2

Section South Santiam River Bridge

Highway Pleasant Valley Road

County Linn

Limits of Acquisition:

Total Area 2.77 ac.

Acquisition 0.57 ac.

Sta. 66+75 to Sta. 71+00

Remainder Right -0- Left 2.2 ac.

Nature of property acquired: unimproved homesite

How does acquisition affect balance of grantor's property? reduction in area, loss of some river frontage.

(On reverse side, give description of entire property, before and after value estimates, type of grantor, and miscellaneous information where applicable.)

ASSUMPTIONS - Access: same as before, to county road or via Epps Lane

Fencing: ☐ Contains livestock ☒ Does not contain livestock

☐ To be constructed by State. Explain:

Land Service Facilities (conduits, pipe lines, underpasses, etc.):

none

Occupant Relocation Plans: ☒ None required ☐ Will stay in area

☐ Will leave area ☐ Wants to move his house

	Type	VALUATIONS Area	Unit Value	Total Value
Land:	homeiste	0.57 ac.	$ 9,025/ac.	$ 5,144
Improvements:				
Damages:				

Total Real Property Estimate $ 5,144

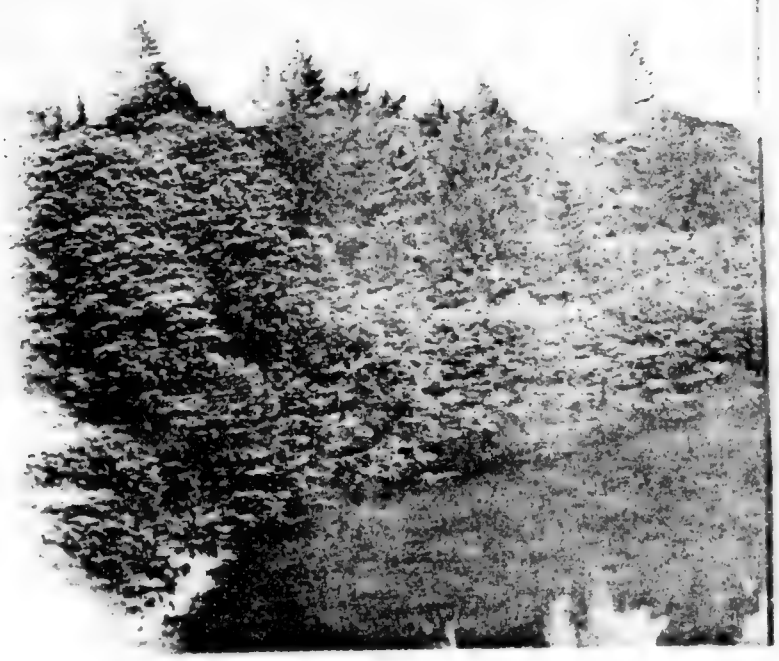
Moving Estimate $
Additive Estimate $
Incidental's Est. $
Demolition Estimate $

Lou Schwab
Liaison Agent
Lou Schwab

81-734-3631 9/1/74

Subject is an irregular 2.77 acre homesite, it fronts on the South Santiam River and has an excellent view. However, its steep and rocky terrain, make location of a suitable site for a septic system difficult. The parcel is not in the city and it does not have sewer or water. A well and septic system are necessary for development. The parcel is assessed at $8,270 for the land, there are no improvements.

The taking is an irregular strip along the west side of the parcel adjacent to existing road. There are 0.57 acres taken. The remaining site contains 2.2 acres and it still has an excellent view and location. There are no damages caused by the taking, compensation is restricted to the value of the land taken.



W.C. & F.H. Honeycutt

MF 154 - 236

Lane

Epps

Road

Existing Pavement

Wood Guard Rail

N 25° 41' 49" E

3 Mail Boxes

2 Gates

Gravel Parking

Grass

A.C. Drive

Sidewalk

Conc.

White's Electronics

20' x 55' Trailer House

V/Whites Electronics

ctronics

218

Kenneth & Olive V. White

229 - 629

RIVER

Water Line

Water Line

Proposed RIWZ

Telephone

Wood Pump Box

Fd. Pk. Nail

Fd. Pk. Nail

Fd. Pk. Nail

Fd. 1/2" Rod

Fd. 1/2" Rod

Fd. 1/2" Rod

Guard Rail

Guard Rail

Atlantic Blvd.

N 0°-51'-33" W

0.50 ac.

70

2-69-1

E 1,414,500

20'x55' Trailer House

REPORT OF PERSONAL INTERVIEW

☐ Non-White

Alternate 1 Parcel 6
File No. Alternate 2 Parcel 6

☐ Legal Owner ☐ Contract Purchaser ☐ Other_____

Last Name Honeycutt

☒ Liaison ☐ Appraisal ☐ Property Mgmt.

S. Santiam River Bridge
Section Pleasant Valley Road
Linn County

☐ Acquisition ☐ Relocation ☐ Other_____

Name William C. and Fern Honeycutt Address 10849 Empire Grade, Santa Cruz, CA 95060
Phone: 1-408-426-4652

Documents Delivered:

Area of Taking ☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

Amount Approved $_____

	Date
Brochures, A & R	
Letter, O-Benefit	
Option	
R Claim Forms	

Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
1st					
2nd					
3rd					
4th					

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
	Attempts to reach the Honeycutts unsuccessful. While at a neighborhood meeting on 5-20-80 at LaDonna Jess' residence, Nancy (Epps) McGeorge said the Honeycutts are presently living with friends in the Sweet Home area and could be reached at 367-2890. Mrs. McGeorge said that it would be best if I talked only with Mr. Honeycutt because Mrs. Honeycutt has been very ill due to the effects of the proposed bridge replacement project. She said the Honeycutts had purchased the property so they could build on it and retire and that it has been extremely upsetting to them.
6-27-80	Discussed the proposed alternates with Mr. Honeycutt. He said the proposed project has greatly affected their lives and has been very upsetting to them. Mr. Honeycutt said that they have had to purchase other property on which to build and are in the process of building their retirement home. The site is not on the river. He said that they just had to forget about living on the subject property. I thanked Mr. Honeycutt for talking with me. He said that he would be at the public hearing.

By _____
Right of Way Agent

FORM 81-734-3708 Use reverse side (tumblehead)

[illegible] ESTIMATE OF RIGHT OF WAY COST

Owner Robert J. Bowler

Address P.O. Box 154, Sweet Home, OR 97386

Phone 367-3755

Contract Purchaser Jeffrey & Elizabeth Randolph

Address c/o City School, P.O. Box 154

Yukatat, AK 99689 Phone 907-784-3438

Lessee Sweet Home Cable TV

Address 150 Main Street, Sweet Home, OR

97386 Phone 367-5511

Date of Report 6-23-80

File No. 8

Line Designation Alt. 2

Section South Santiam River Bridge (Sweet Home)

Highway Pleasent Valley Road

County Linn

Limits of Acquisition:

Total Area 0.52 ac

Acquisition 0.01 ac

[illegible] 20+50 to Sta. 21+50

[illegible] Right 0.51ac Left 0

Nature of property acquired: Strip of parking area containing some gravel and asphalt, small amount of lawn.

How does acquisition affect balance of grantor's property? No effect.

(On reverse side, give description of entire property, before and after value estimates, type of grantor, and miscellaneous information where applicable.)

ASSUMPTIONS - Access: No change. Remains uncontrolled.

Fencing: ☐ Contains livestock ☒ Does not contain livestock

☐ To be constructed by State. Explain:

Land Service Facilities (conduits, pipe lines, underpasses, etc.):

Occupant Relocation Plans: ☒ None required ☐ Will stay in area

☐ Will leave area ☐ Wants to move his house

VALUATION

	Type	Area	Unit Value	Total Value
Land:	C-1 Commercial	0.01 ac. (650 s.f.)	$ 2.00	$ 1,300
Improvements:	Gravel, asphalt, lawn			200
Damages:	None.			

Total Real Property Estimate $ 1,500

Moving Estimate $ NA

Additive Estimate $ NA

Incidental's Est. $ NA

Demolition Estimate $ NA

Judy Peterson Liaison Agent

81-734-3631 9/1/74

Irregularly shaped parcel containing 0.52 acre. Improved with two buildings: Econo Wash Laundromat with living quarters above and a smaller one-story building used as a business rental (Sweet Home Cable TV). Parking is adequate for both businesses.

The taking would have a negligible effect on the property.

Alternate 2
Parcel 8
Sant. 1482+99.20 P.S.

E 1,415,000

N 275,500

Carl F. & Herbert J. Erickson Probate 13118

House

House

Pumphouse

Fd. ½" Rod

"P" 2+31.22 P.O.T. = N 275,587.70 E 1,414,767.19
"R.R." 1482+22 P.O.T.

"P" 2+80.00

75

311840

Fd. 3/4" Rod

Water Meter

R.R. Signal

311840 Anchor Pole

L.L. & P.J. Hansen
294 - 547

O.K. Tire

Gas

N 38° 19' 31" E

Guard Rail

Mail Box

Gas Vent 311709

Mailbox

Water Meter 311800

Gas Vent

R.R. Signal

2" Water

Tel.

0.01 ac. Proposed MW 3

J.L. & E.B. Randolph
MF97-420

Stop Sign

40

1480

ORR Sign

Fd. 3/4" Rod

Telephone

Fd. 3/4" Pipe

Fay A. Thompson
313-701

Econo Wash

1½" Water

Cable T.V.

Fd. 1" Iron Rod and Stone
N 275,432.85
E 1,414,560.46

2" Pipe & Stone #2

Lot Line

Gas

Am Hwy.

REPORT OF PERSONAL INTERVIEW

☐ Non-White

☐ Legal Owner ☐ Contract Purchaser ☐ Other_____

File No. Alternate 1, Parcel 8
Alternate 2, Parcel 8

☒ Liaison ☐ Appraisal ☐ Property Mgmt.

Last Name Bowler

☐ Acquisition ☐ Relocation ☐ Other_____

Section S. Santiam River Bridge
Pleasant Valley Road
Linn County

Name Robert J. Bowler

Address PO Box 154, Sweet Home, OR 97386

Phone: 367-3755

Documents Delivered:

Area of Taking ☐ Dwelling ☐ Farm ☐ Bus.

Amount Approved $_____ ☐ Nonprofit ☐ Unimproved

	Date		Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
Brochures, A & R			1st					
Letter, O-Benefit			2nd					
Option			3rd					
R Claim Forms			4th					

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
6-27-80	Talked with Mrs. Bowler. Jeffrey and Elizabeth Randolph, % City School, PO Box 154, Yukatat AK 99689 are purchasing the property from the Bowlers. Told Mrs. Bowler that the public hearing would be July 31 and that we would notify the Randolphs by mail if unable to reach them by telephone. Attempts to reach the Randolphs by telephone unsuccessful (1-907-784-3438).

By Judy L. Peterson
Right of Way Agent
Judy Peterson

FORM 81-734-3708

Use reverse side (tumblehead)

LIAISON ESTIMATE OF RIGHT OF WAY COST

Owner White's Electronics, Inc.
Address 1011 Pleasant Valley Road
Sweet Home, OR Phone
Contract Purchaser
Address
Phone
Lessee
Address
Phone
Date of Report

File No. Parcel #9 & #10
Line Designation Alt. #2
Section South Santiam River Bridge
Highway Pleasant Valley Road
County Linn County
Limits of Acquisition:
Total Area 5 ac. ±
Acquisition .03 ac. parcel #9
0.17 ac. parcel #10
Sta. 64+50 to Sta. 68+00
Remainder Right 10 ac.± Left -0-

Nature of property acquired: 0-2 acre industrial zoned land, approximately 22 parking spaces and part of concrete block warehouse building.

How does acquisition affect balance of grantor's property? Reduction in parking and land area, loss of building, some fencing.

(On reverse side, give description of entire property, before and after value estimates, type of grantor, and miscellaneous information where applicable.)

ASSUMPTIONS - Access: Will be reconnected at present approaches.

Fencing: ☐ Contains livestock ☒ Does not contain livestock

☐ To be constructed by State. Explain:

Land Service Facilities (conduits, pipe lines, underpasses, etc.):

none

Occupant Relocation Plans: ☒ None required ☐ Will stay in area

☐ Will leave area ☐ Wants to move his house

VALUATIONS

	Type	Area	Unit Value	Total Value
Land:	industrial	0.20 ac.	$ 25,000/ac.	$ 5,000
Improvements:	shipping office	480 s.f.	22,000	10,560
	shipping office	480 s.f.	22,000	10,560
Damages:	parking			2,000
			Total Real Property Estimate	$ 28,120

Moving Estimate $ 1,500
Additive Estimate $
Incidental's Est. $
Demolition Estimate $ 5,000

Lou Schwab
Liaison Agent
Lou Schwab

81-734-3631 9/1/74

White's Electronics is a small manufacturing firm. Their product is a line of small metal detectors. As such, the manufacturer process includes the assembly and fabrication of electronic components, manufacturer of cases and housing, final assembly and warehousing. All of the manufacturing takes place in a large 57,000 square foot manufacturing building, identified as building #1 on the attached map. Building #2 is mainly offices, showroom and some storage area. Building #3 is a repair shop, and further behind building #3 (not shown on the map) is a warehouse for raw materials and some components.

Subject's land is a five acre site, light industrial. The property is not in the city limits and it does not have sewer or water. Services by private well and septic systems. As mentioned above, there are four buildings with these parcels used in this manufacturing process. Most of the rest of the land area is used for employee parking. The owners claim that they are short of space at the present time and are having problems finding room for expansion.

Parcels #9 and #10 are assessed by the Linn County Assessor's Office at $20,800 for the land and $79,630 for the buildings.

The taking is a triangular parcel from subject's frontage. It contains 0.2 acre. Improvements include paved and graveled parking and a portion of building #1. The portion of building #1 taken is about half of a recently constructed addition, this is a concrete block structure with a concrete slab floor, it is the shipping area. This creates two problems: the business cannot operate without a shipping area, and replacement of the shipping area has to be located in such a manner as to insure reasonable flow of the product. It was estimated that there is adequate room to provide a replacement structure at the north of the building in the form of a new wing. The remaining 480 square feet of shipping office would most likely have to be demolished to provide room between the new right of way and building for access and traffic circulation. Cost of the right of way includes taking of the land at $25,000 per acre, and the taking and damages to the shipping office at $22 per square foot. An additional damage is entailed by the removal of parking spaces. Replacement areas can most likely be found. The grading and paving cost is estimated at $2,000.

Alternate 2
Parcels 9 & 10

La Donna M. Jess

337 - 854

Fd. 3/4" Pipe

Fd. 3/4" Pipe

P" 1500 W.A. & M.E. Ahola

Fd. 1/2" Rod MF 181 - 573

Garage

House

Lane

Epps

Fd. PK Nail

Hedge

Fd. 1/2" Rod

0.02 ac.

18" cedar

P" 1+10+29.90

Pleasant Valley Road

3011.02

Fd. 3/4" Pipe

Mail Box

P" 1+17.82

N 16°00'04" E

3119.03

4" Tile

3 Mail Boxes

3119.02

Fd. Bent Spike

Tel.

3119.05

2 Gates

Gravel Parking

Grass

A.C.

0.17 ac

0.17 ac.

Fd. 1/2" Rod

3119.10

0.03 ac.

Sidewalk

Garage

House

White's Electronics

MF 13 - 218

White's Elec.

Whites Electronics

Kennet

Dennis L. Duncan

MF 166-135

Fd. 3/4" Pipe In Tube

REPORT OF PERSONAL INTERVIEW ☐ Non-White

☐ Legal Owner ☐ Contract Purchaser ☐ Other_____ File No. Alternate 2 Parcels 9 & 10

☒ Liaison ☐ Appraisal ☐ Property Mgmt. Last Name White's Electronics

☐ Acquisition ☐ Relocation ☐ Other_____ Section S. Santiam River Bridge Pleasant Valley Road Linn County

Name White's Electronics Address 1011 Pleasant Valley RD, Sweet Home, OR

Documents Delivered: Area of Taking Amount Approved $

☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

	Date		Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
Brochures, A & R			1st					
Letter, O-Benefit			2nd					
Option			3rd					
R Claim Forms			4th					

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
6-24-80	Discussed proposed project with Norman W. Vandiver, General Manager, White's Electronics. Mr. Vandiver had previously mentioned to Regional Appraiser Lou Schwab that White's was obtaining estimates of the effect of the project on its operations. Mr. Vandiver agreed to provide those figures to me at this time. Branch Engineering of Eugene has determined it would cost $139,260 to replace the entire building, including electrical, plumbing, lighting, and restrooms. No value for land has been added. Mr. Vandiver said that they are trapped between the river and a hill and would need to replace the entire building elsewhere in order to maintain its functional shipping warehouse. I thanked Mr. Vandiver for the information and told him the public hearing is tentatively set for August 2, or thereabouts. He said White's Electronics, Inc. would be represented.

By _____ Right of Way Agent
Judy Peterson

FORM 81-734-3708 Use reverse side (tumblehead)

REPORT OF PERSONAL INTERVI.

☐ Non-White

☒ Legal Owner ☐ Contract Purchaser ☐ Other_____ File No. Parcels 9, 10, 14

☐ Liaison ☐ Appraisal ☐ Property Mgmt. Last Name White

☐ Acquisition ☐ Relocation ☐ Other_____ Section S. Santiam River Bridge

Name Kenneth White Address 1011 Pleasant Valley RD, Sweet Home, OR

Documents Delivered: Area of Taking Amount Approved $

Date ☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

Brochures, A & R _____

Letter, O-Benefit _____

Option _____

R Claim Forms _____

Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
1st					
2nd					
3rd					
4th					

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
2-6-80	I met Kenneth V. White, Kenneth R. White, and Norman W. VanDiver at White's Electronics. Kenneth R. White is Kenneth V.'s son, both are owners in White's Electronics Inc., which is a family held corporation. Norman VanDiver is the general manager. All three are acutely interested in the plans for this right of way project. They strongly support Alternate #1 as having the least amount of impact on their business and also being best for the general community. They say that the corner of Pleasant Valley Road and North River Road is very hazardous, and something needs to be done. There is little sight distance and they are particularily concerned with the fact that their own employees are in constant danger when attempting to enter or leave the plant. They say that approximately 80 cars enter Pleasant Valley Road at the end of the 3:30PM shift. This is the heaviest load placed on the road. At that time, traffic is backed all the way up from the highway to the plant. They are quite satisfied with the fact that Alternate #1 would make the present Pleasant Valley Road in front of their front plant a deadend street. This would be safer for their employees and it would provide a safer intersection for the employees to enter the heavily travelled Pleasant Valley Road. They have a number of problems with the proposed Alternate #2. It would remove a large amount of parking, and the building taken is their shipping area, which would be hard to replace. They say they do not have the room to put it in an alternate location and any relocation would seriously disrupt their manufacturing production line. All the manufacturing is carried on in a long building complex of approximately 57,000 square feet. Component manufacture begins at the west end of the building, and the assembled products are moved through the building in an easterly direction. The final products are warehoused and shipped from the east end. Removal of the shipping area disrupts their process. Another problem, is that they dispute the existing right of way location. The map for Alternate #2, which I showed them, has the existing right of way drawn in, running very close to the front of White's office. They say that the County does not own this right of way; that the only

By Lou Schwab
Right of Way Agent
Lou Schwab

FORM 81-734-3708 Use reverse side (tumblehead)

thing they own, is the existing road, which is further to the east. They implied that they have had this matter researched and are willing to take the question to court.

White's Electronics, Inc., manufactures a line of metal detectors. They are a consumer item, and most are sold to the public through retail outlets, however, they do a considerable amount of business through direct sale at their plant and mail order. They presently employ approximately 179 people. Their yearly payroll is approximately 2½ million dollars. All the manufacturing is done at the plant site, raw materials are purchased as individual electronic parts, condensers, transistors, etc.

Also in our discussion, I talked to Kenneth R. White about the proposed taking from his homesite (Parcel #14). He noted that it would be vacant land, and was not very close to his residence. He did not appear to be too concerned about losing the land. His main concern was how Alternate #2 affects the Electronic's plant site.

After my interview, Mr. VanDiver accompanied me on an inspection of the taking area and the plant site. He pointed out the effects of the taking, which included loss of public and employee parking, and disruption of the production line.

[illegible] ESTIMATE OF RIGHT OF WAY [illegible]

Owner Letha M. Pearson

Address Pearson's Foster Home, 1023 Pleasant Valley Rd. Sweet Home, OR 97386 Phone 367-3651

Contract Purchaser

Address

Phone

Lessee

Address

Phone

Date of Report 6-23-80

File No. 11

Line Designation Alt. 2

Section South Santiam River Bridge (Sweet Home)

Highway Pleasant Valley Road

County Linn

Limits of Acquisition:

Total Area 1.6 ac

Acquisition 0.17 ac

Sta. 63+50 to Sta. 64+25

Remainder Right 1.43 ac Left 0

Nature of property acquired: Four-bedroom, one and one-half story house used as a Foster Carehome. Landscaping, small amount of ornamental fencing, gravel driveway, wire fencing for chickens.

How does acquisition affect balance of grantor's property?

(On reverse side, give description of entire property, before and after value estimates, type of grantor, and miscellaneous information where applicable.)

ASSUMPTIONS - Access: No change. Access remains to Pleasant Valley Road.

Fencing: ☐ ☒ Does not contain livestock

☐ To be constructed by State. Explain:

Land Service Facilities (conduits, pipe lines, underpasses, etc.):

Occupant Relocation Plans: ☐ None required ☒ Will stay in area

☐ Will leave area ☐ Wants to move his house

VALUATIONS

	Type	Area	Unit Value	Total Value
Land:	Residential homesite	0.17	$15,000	$ 2,550
Improvements:	house			19,000
Damages:				
			Total Real Property Estimate	$ 21,550

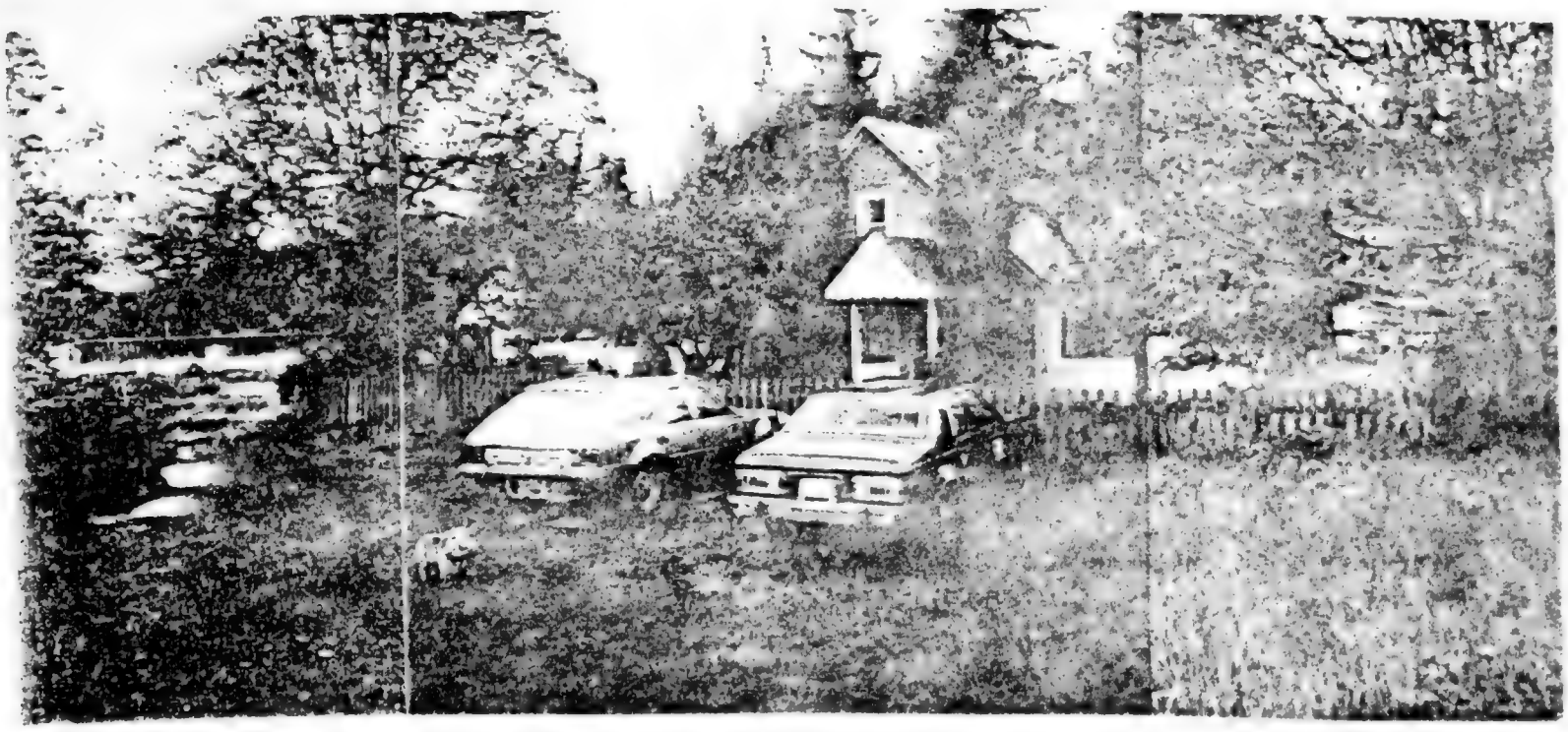
Moving Estimate $ 500
Additive Estimate $ 16,900
Incidental's Est. $ NA
Demolition Estimate $ Receipts of building sales offset cost of demolition

Judy Peterson Liaison Agent

81-734-3631 9/1/74

1.6 acre parcel of land improved with four-bedroom residence used as a Foster-care home, two sheds, and one garage.

Taking will include the residence and will leave remainder of 1.43 acre.



Alternate 2
Parcel 11

Pumphouse

Mail Box

N 88°

House

La Donna M. Jess

337 - 854

Pump

Garage

House

302000

335 - 669

Fd. 1/2" Rod

Fd. 3/4" Pipe

"P" 15+00 W.A. & M.E. Anola

MF 181 - 573

Garage

House

Shed

Fd. PK Nail

Fd. 1/2" Rod

MF 88 - 909

Shed

0.3 ac.

Antenna

302004

Shed

House

0.34 ac.

Hedge

Fd. 1" Rod

Pleasant Valley

Mail Box

301002

Fd. 3/4" Pipe

P.I. 17+17.82

N 16°00'04"E

Fd. 1/2" Rod

Fd. Spike

Tel.

311+05

Irene Francis

35 - 719

Well

House

0.17 ac

0.17 ac.

Fd. 1" Rod

White's Elec

MF 13 -

Shed

House

Pump

Garage

Shed

House

Garage

Dennis L. Duncan

MF 166-135

REPORT OF PERSONAL INTERV

☐ Non-White

☐ Legal Owner ☐ Contract Purchaser ☐ Other_____ File No. 11 Alternate 2

☒ Liaison ☐ Appraisal ☐ Property Mgmt. Last Name Pearson

South Santiam River

☐ Acquisition ☐ Relocation ☐ Other_____ Section Bridge (Sweet Home)

Pleasant Valley Road

Name Letha M. Pearson, Pearson's Foster Home, Phone: 367-3651 Address 1023 Pleasant Valley Road, Sweet Home, OR 97386

Documents Delivered: Area of Taking Amount Approved $

Date ☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

Brochures, A & R _____

		Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
Letter, O-Benefit	_____	1st	_____	_____	_____	_____	_____
Option	_____	2nd	_____	_____	_____	_____	_____
		3rd	_____	_____	_____	_____	_____
R Claim Forms	_____	4th	_____	_____	_____	_____	_____

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
5-9-80	Met with Letha M. Pearson and her adult son, Star, at their home in Sweet Home. Discussed the proposed bridge replacement and showed them preliminary plans of Alternates #1 and #2. I pointed out that their property would not be affected by Alternate #1. I explained that I was gathering information prior to a public hearing which would be held probably some time in the latter part of July. Mrs. Pearson said she had heard of a possible bridge replacement, but that this was the first she knew that it might affect her property. Mrs. Pearson said she cares for elderly and handicapped persons for income at her residence. She said that it is not a licensed nursing home. At the time of the interview, one patient was being cared for by Mrs. Pearson, Mrs. Nellie Ethel Wills. Mrs. Wills was watching television in another part of the room at the time of the interview. Mrs. Pearson said she can accommodate up to seven persons at one time if they are all on their feet, but she prefers to handle only five at the most. She said she could not estimate what her monthly income is because it varies so greatly. She said outside of the nursing home income, her only income is Social Security. Mrs. Pearson said that her property has been deeded to the Seventh Day Adventist Conference, and that she has a life estate. She has occupied the subject dwelling for 35 years and said she would have no idea what she would do if her property is acquired. Mrs. Pearson and her son were very upset by the prospect of the purchase of their property, and repeatedly throughout our conversation Mrs. Pearson said she did not want her property "molested". She said that her husband died in the recent past and at that time it was necessary for her daughter to come down from Alaska to help her get everything in order. When her daughter came down from Alaska, she helped her plant shrubs and get the house in order so that Mrs. Pearson could handle it, and Mrs. Pearson said she just absolutely could not handle a relocation without her daughter coming down again. (continued)

By _____ Right of Way Agent
Judy Peterson

At this time, I explained to Mrs. Pearson the acquisition procedure and relocation assistance and benefits for which she might qualify in the event the property is acquired. Mrs. Pearson said she had hoped to live on that property until she died and that she just wondered if there is anything to live for anymore. Mrs. Pearson said that everyone in the world today is trying to hurt everyone else and she just wished it was all over with.

Mrs. Pearson is definitely opposed to Alternate #2. I encouraged Mrs. Pearson and her son to attend the public hearing and make their wishes known. I told her I could not give her an exact hearing date because it had not been set as yet. Star Pearson accompainied me while I took photos of the property and at that time he asked that I notify them of the date of the public hearing when it had been set because they don't read the newspapers as much as they should. I told them that I would let them know as soon as I knew.

The Pearson house is a small one and one-half story house. In addition to the kitchen and livingroom, there are two rooms downstairs being used as bedrooms, and three rooms upstairs, two of which are used for bedrooms and one as a storage area. Near the back of the property is a poultry shed, and further back is a shed where they store wood. The property is improved with trees and shrubs and a small ornamental fence across the front of the property. There is a small amount of minimal wire fencing in the area of the poultry shed. A well is located within the area of the proposed taking. There is also a detached single car garage near the residence. A small addition has been added on to the main house and is used as part of the livingroom.

LIAISON ESTIMATE OF RIGHT OF WAY COST

Owner Cluff & Irene Francis

Address P.O. Box 641 1025 Pleasant Valley Rd.

Sweet Home, OR 97386 Phone 367-3707(Unlisted)

Contract Purchaser

Address

Phone

Lessee

Address

Phone

Date of Report 6-23-80

File No. 12

Line Designation Alt. 2

Section South Santiam River Bridge (Sweet Home)

Highway Pleasant Valley Road

County Linn

Limits of Acquisition:

Total Area 1.86 ac

Acquisition 0.64 ac (0.3-0.34)

Sta. 60+75 to Sta. 64+00

Remainder Right 0.86ac Left 0.36 ac

Nature of property acquired: Rural homesite and acreage, one residence and shed.

How does acquisition affect balance of grantor's property? Reduction of area of homesite and acreage.

(On reverse side, give description of entire property, before and after value estimates, type of grantor, and miscellaneous information where applicable.)

ASSUMPTIONS - Access: No access to new road. Present access will remain to Pleasant Valley Road.

Fencing: ☐ Contains livestock ☒ Does not contain livestock

☐ To be constructed by State. Explain:

Land Service Facilities (conduits, pipe lines, underpasses, etc.):

Occupant Relocation Plans: ☐ None required ☐ Will stay in area

☐ Will leave area ☐ Wants to move his house

☒ Undecided

	Type	VALUATIONS Area	Unit Value $	Total Value $
Land:	Rural residential homesite	0.64	15,000	9,600
Improvements:	House	0.86		24,000
Damages:	Unuseable remnants	0.36		3,225
			Total Real Property Estimate	$ 2,700
				39,525

Moving Estimate $ 500

Additive Estimate $ 6,000

Incidental's Est. $ NA

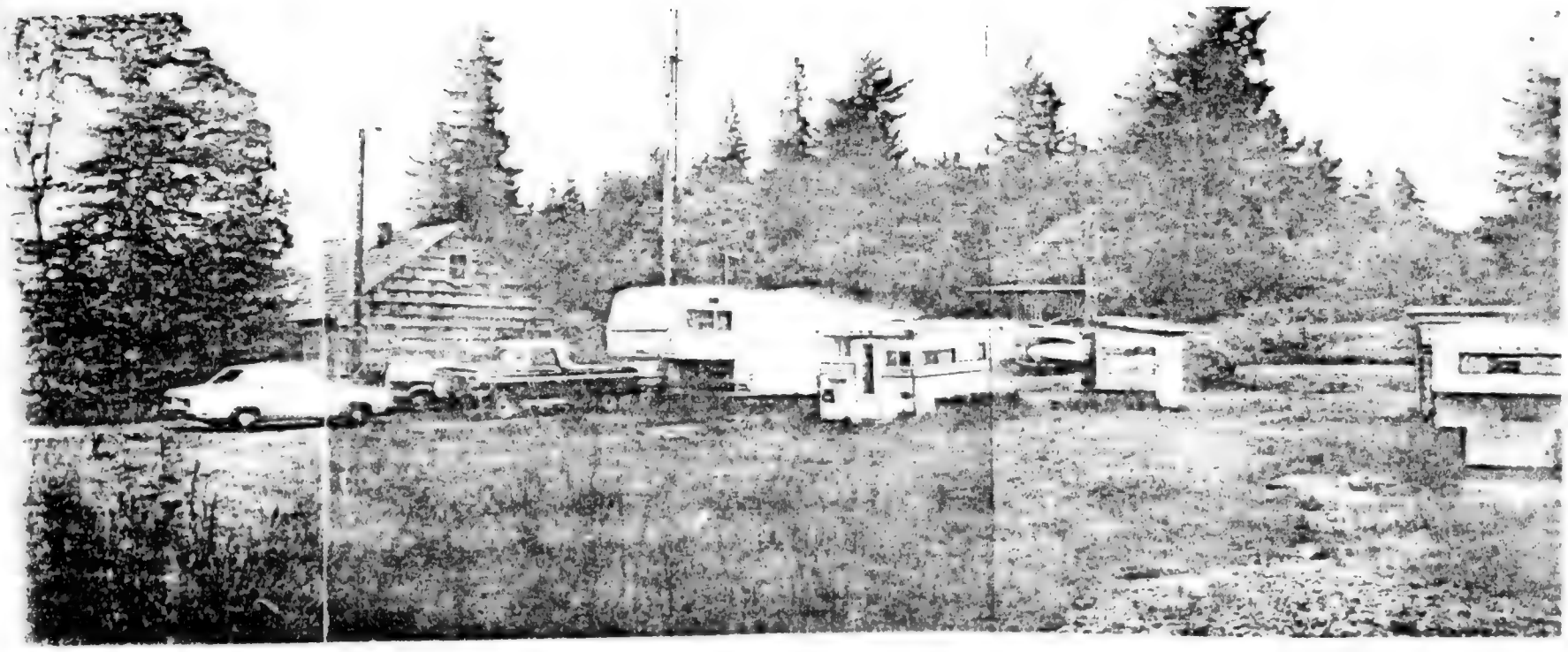
Demolition Estimate $ Receipts of building sales offset cost of demolition.

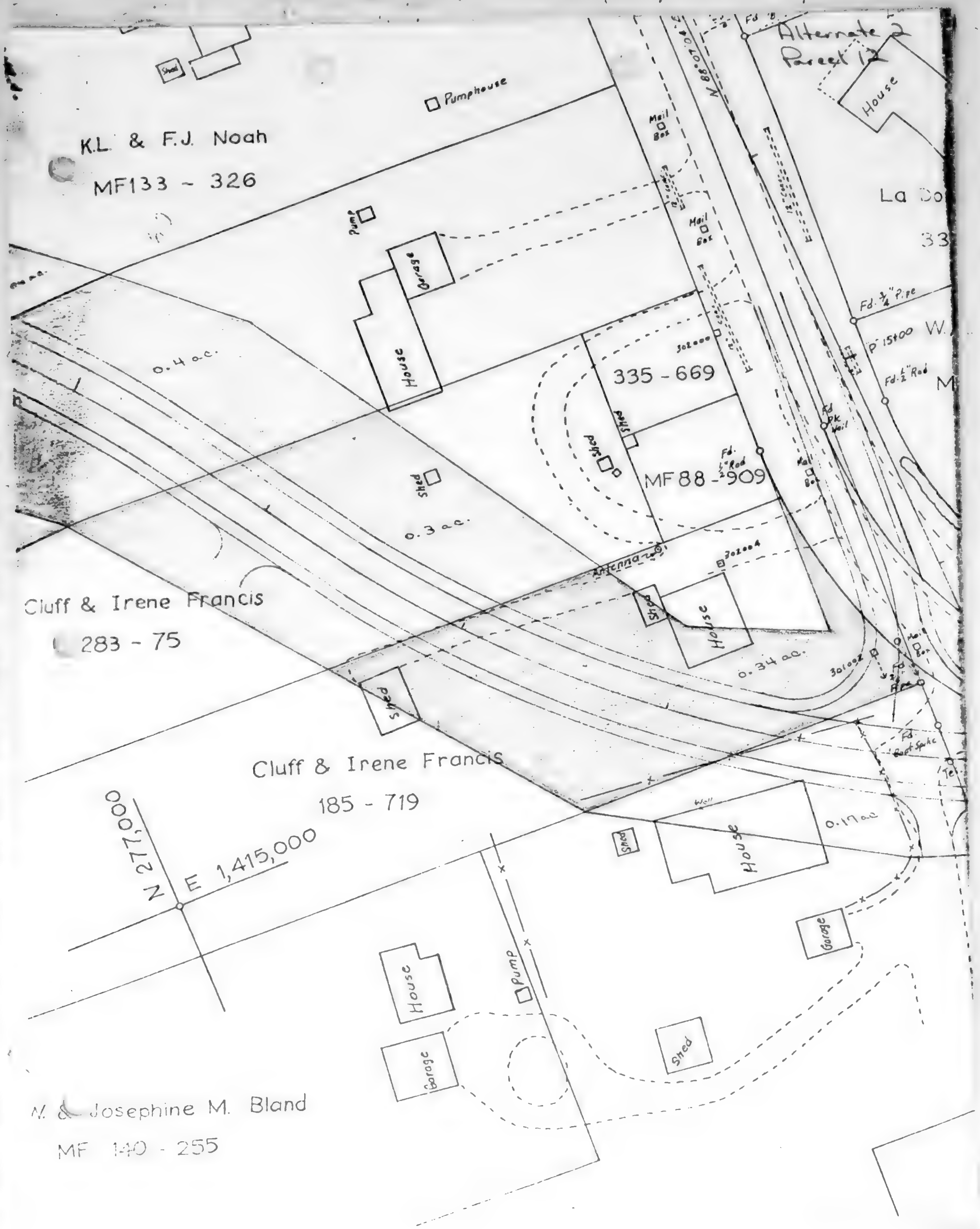
Judy Peterson Liaison Agent

81-734-3631 9/1/74

Total property contains two parcels totaling 1.86 acre. One parcel is improved with a low value residence, two sheds, trees, and shrubs. The second parcel contains three sheds and a driveway to accommodate vacation trailers.

The taking severs both parcels, leaving small parcels on both sides of the relocated road.




Alternate 2
Parcel 12
House
N 88°07'04" E
Mail Box
Fd. 1/4" Pipe
Fd. 1/2" Rod
Fd PK Nail
Pumphouse
K.L. & F.J. Noah
MF133 - 326
Pump
Garage
House
0.4 ac.
335 - 669
Shed
Porch
MF 88 - 909
Fd. 1/2" Rod
Shed
0.3 ac.
Antenna
Shed
House
0.34 ac.
Fd Post Spike
Cluff & Irene Francis
283 - 75
Cluff & Irene Francis
185 - 719
N 277,000
E 1,415,000
Wall
Shed
House
0.17ac
Garage
House
Pump
Garage
Shed
N. & Josephine M. Bland
MF 140 - 255

REPORT OF PERSONAL INTERVIEW

☐ Non-White

Alternate 2

☐ Legal Owner ☐ Contract Purchaser ☐ Other_____ File No. Parcel 12

☒ Liaison ☐ Appraisal ☐ Property Mgmt. Last Name Francis

☐ Acquisition ☐ Relocation ☐ Other_____ Section_____

Name Cluff and Irene Francis Address Box 1025, 1025 Pleasant Valley Road, Sweet Home, OR 97386

Phone: 367-3707 (unlisted)

Documents Delivered:

Area of Taking ☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

Amount Approved $_____

	Date
Brochures, A & R	
Letter, O-Benefit	
Option	
R Claim Forms	

	Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
	1st					
	2nd					
	3rd					
	4th					

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
5/80	Discussed proposed acquisition with Cluff and Irene Francis at their home in Sweet Home. Showed them maps of the two alternates and discussed acquisition and relocation procedures. Mr. and Mrs. Francis travel a great deal they said, and they wanted to know when the public hearing would be held so they could be sure to be here. I told them it is tentatively thought to be sometime near the end of July or the first of August. Mr. Francis said he had just begun to improve his house with paneling on the interior and he asked if he would get more out of it if he put in a foundation. I told him I had no way of knowing at this time if it would be acquired or what the value would be. A second parcel which adjoins the one on which the residnece is situated is used for temporary camper trailer hook-ups. Mr. and Mrs. Francis did not seem either in favor of or opposed to the project and said they did not know where they would relocate if their property were acquired.

By Judy Peterson
Right of Way Agent
Judy Peterson

FORM 81-734-3708

Use reverse side (tumblehead)

Alternate 2
Parcel 13

N 01° 35' 04" E

Fd. 1" Pipe

House

Shed

Shed

3020

Pumphouse

K.L. & F.J. Noah

MF133 ~ 326

P.G. & N. Ingram

House

331

612

0.2 ac.

0.04 ac.

Garage

Shed

0.4 ac.

Donald A. Doersch

315 - 426

L. Jess, Agt.

MF 241 -339C

Pump

Garage

House

Shed

0.3 ac.

Cluff & Irene Francis

283 - 75

Shed

Cluff & Irene Francis

185 - 719

N 277,000

E 1,415,000

Shed

n.p.

REPORT OF PERSONAL INTERV

☐ Non-White

☒ Legal Owner ☐ Contract Purchaser ☐ Other_____ File No. Parcels 4, 13

☒ Liaison ☐ Appraisal ☐ Property Mgmt. Last Name Jess

☐ Acquisition ☐ Relocation ☐ Other_____ Section S. Santiam River Bridge

Name LaDonna Jess Address 1020 Pleasant Valley RD, Sweet Home, OR

Documents Delivered:

	Date
Brochures, A & R	
Letter, O-Benefit	
Option	
R Claim Forms	

Area of Taking ☐ Dwelling ☐ Farm ☐ Bus.

Amount Approved $_____ ☐ Nonprofit ☐ Unimproved

	Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
	1st					
	2nd					
	3rd					
	4th					

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
2-6-80	I met Mrs. Jess, a widow, at her house. From conversations with other people on the line, I had learned that she is one of the main opponents to the project. From my conversation with her, I found that she has been in active communication with the County Commissioners, County Engineer, the Resident Engineer, and a number of political figures. She objects to the scope of the project. She says that taking land for the elimination of the curves on Pleasant Valley Road is unnecessary. She feels that we are building a freeway bridge and highway for a rural road. She maintains that the only work necessary is replacement of the existing bridge and a slight realignment in front of White's Electronics to eliminate the compound curve off of the bridge. The corners further to the north, should remain. She maintains that Pleasant Valley Road is a winding country road and these corners are no more hazardous than any of the other corners on this road. In fact, she says that as far as anyone knows, there have only been two serious accidents on these corners; one was a drunk driver, and the other fell asleep at the wheel. She maintains that if it was actually such a hazardous corner, that there would be more accidents. She said that realignment and straightening Pleasant Valley Road is Willis Graf's (the county engineer) project. None of the local residents seem to feel a need for the elimination of these corners. But Mr. Graf allegedly insists that the corners have to be eliminated, or the County can not get funds for replacement of the bridge. I showed her the new maps for Alternate #1 and Alternate #2. Alternate #1 is a slight revision of the original proposal for the realignment. Mrs. Jess, is of course opposed to Alternate #1. She is opposed to losing any land from her homesite and also feels that elimination of the corners will actually create a greater hazard by making a "drag strip" from the top of the hill into town. She also feels that the substantial fill to be placed at the north end of the bridge would be detrimental to the scenic nature of the South Santiam River. She was somewhat more pleased with the proposed Alternate #2. This is more in line with where she and the other neighbors feel that the alignment should go. It would maintain the connection of the Epps Lane and would have a smaller impact on the neighborhood. She of course feels that the realignment north from Station 65+00 is unnecessary. However, she

By Lou Schwab
Right of Way Agent
Lou Schwab

FORM 81-734-3708 Use reverse side (tumblehead)

implied that if the corners had to be taken out of Pleasant Valley Road, then she would prefer the alignment to go on that side even though that right of way would cross property she owns (Parcel #13). She said the impacts on the residences on that side would be less since they are lower quality. Also she said that the owners of Parcel #1 and #12 would be quite happy to sell out, in fact, Parcel #1 is a rental. However, she did say there would be problems with Parcel #11, owned by Mrs. Pearson. Mrs. Pearson runs a small nursing type home and she would hate to see her have to move.

Mrs. Jess questioned why the alignment couldn't be shifted slightly to the east to leave Mrs. Pearson's house. I said that I was not an engineer and I assumed that the alignment as given, would be the best possible choice for relocating Pleasant Valley Road west of its existing location.

After our discussion, we went out and looked at the effects of Alternates #1 and #2 on each property. I pointed out that under the revised Alternate #1, the taking from her house is significantly reduced and is restricted to some brushy, unmaintained land below the homesite. Also, it appears that the proposed right of way line will miss the septic drainfield. I suggested that it appeared that there will be a triangle of of excess land adjacent to her property which will be a fragment of the Stratton property, Parcel #3. It might be possible to arrange a trade of this excess for the property in the taking. Mrs. Jess was not impressed, and still feels that Alternate #1 is a mistake.

Next, we went across the street to Parcel #13 to look at the possible effects of Alternate #2 on her property. This is a low quality rental on a one acre site which she purchased in case she might have to move her house. The right of way comes within approximately seven feet of the northwest corner of the resident. However, the edge of the road will be approximately 50 feet away. The taking will be undeveloped land behind the house. It is presently overgrown with brush. The well and septic system are all on the front of the property away from the taking. Mrs. Jess was not upset by the prospect of losing the land from this property. She prefers that if the road be constructed, Alternate #2 be selected.

[illegible] ESTIMATE OF R[illegible]AY C[illegible]

Owner Kenneth R. White

Address 1011 Pleasant Valley Road, Sweet Home, OR 97386 Phone 367-6121

Contract Purchaser

Address

Phone

Lessee

Address

Phone

Date of Report 6-23-80

File No. 14

Line Designation Alt. 2

Section South Santiam River Bridge (Sweet Home)

Highway Pleasant Valley Road

County Linn

Limits of Acquisition:

Total Area 5.2 ac ±

Acquisition 0.42 ac

Sta. 55+50 to Sta. 59+00

[illegible] 4.77 ac Left 0.01 ac

Nature of property acquired: rocky pasture land, fencing, two old fruit trees.

How does acquisition affect balance of [illegible]'s property? reduction in size only.

(On reverse side, give description of [illegible] area, before and after value estimates, type of [illegible] and miscellaneous information where applicable.)

ASSUMPTIONS - Uses: No change

Fencing: [X] Contains livestock [ ] Does not contain livestock

[ ] To be constructed by State. Explain:

Land Service Facilities (corrals, pipe lines, underpasses, etc.):

Occupant Relocation Plans: [X] None required [ ] Will stay in area

[ ] Will leave area [ ] Wants to move his house

VALUATION

	Type	Area	Unit Value	Total Value
Land:	Rural residential	0.42	$10,000	$4,200
Improvements:				
Damages:				
			Total Real Property Estimate	$4,200

Moving Estimate $ NA

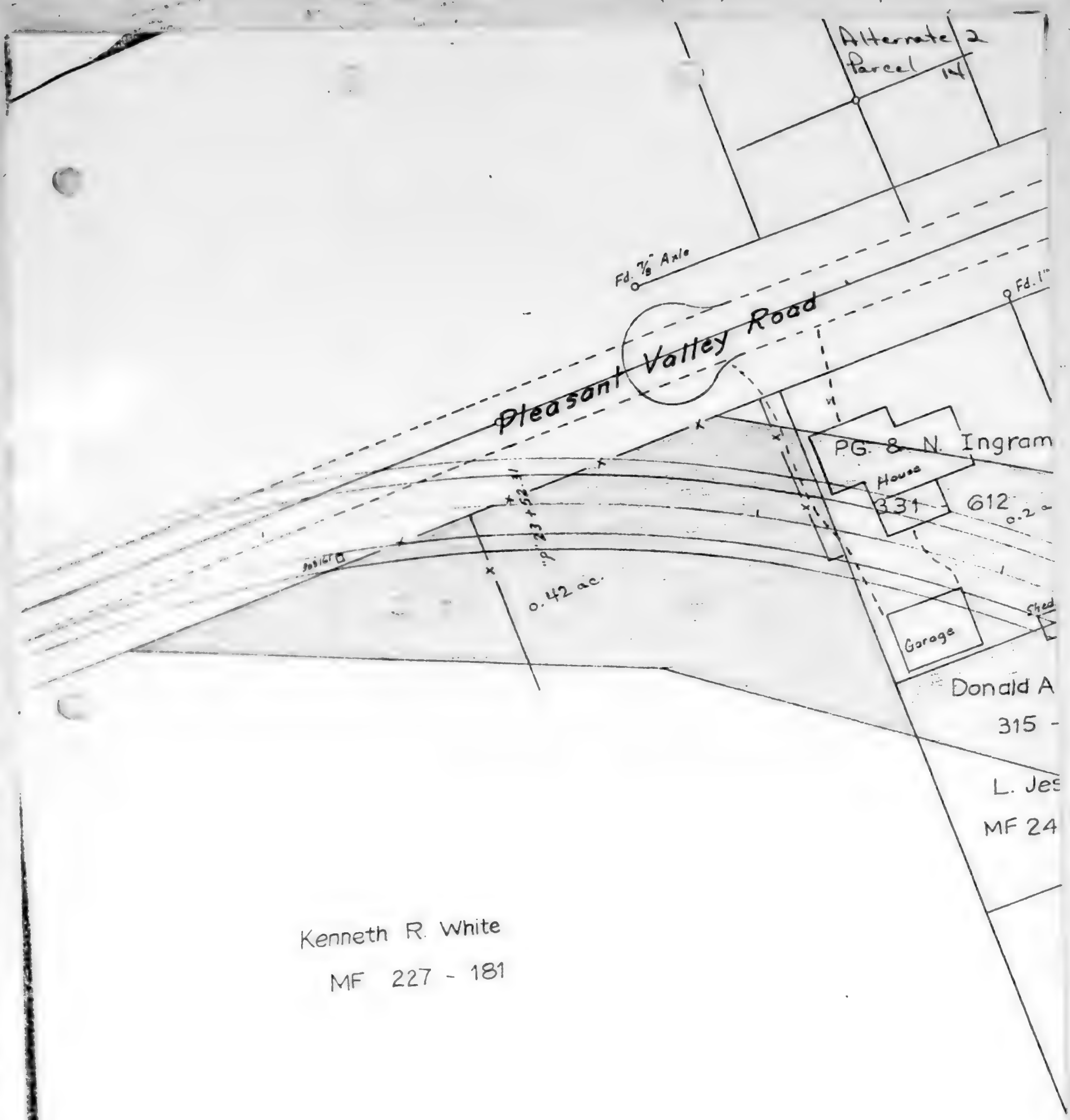
[illegible] Estimate $ NA

[illegible]cidental's Est. $ NA

Demolition Estimate $ NA

Judy Peterson Liaison Agent

81-734-3631 9/1/74


Alternate 2
Parcel 14
Fd. 7/8" Axle
Fd. 1"
Pleasant Valley Road
P.G. & N. Ingram
House
331
612
0.2 ac
Sta 23 + 52
0.42 ac.
Shed
Garage
Donald A
315 -
L. Jes
MF 24
Kenneth R. White
MF 227 - 181

REPORT OF PERSONAL INTERVIE.. ☐ Non-White

☒ Legal Owner ☐ Contract Purchaser ☐ Other_____ File No. Parcels 9, 10, 14

☐ Liaison ☐ Appraisal ☐ Property Mgmt. Last Name White

☐ Acquisition ☐ Relocation ☐ Other_____ Section S. Santiam River Bridge

Name Kenneth White Address 1011 Pleasant Valley RD, Sweet Home, OR

Documents Delivered: Area of Taking Amount Approved $

Date ☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

Brochures, A & R _____

	Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
Letter, O-Benefit _____	1st					
Option _____	2nd					
	3rd					
R Claim Forms _____	4th					

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
2-6-80	I met Kenneth V. White, Kenneth R. White, and Norman W. VanDiver at White's Electronics. Kenneth R. White is Kenneth V.'s son, both are owners in White's Electronics Inc., which is a family held corporation. Norman VanDiver is the general manager. All three are acutely interested in the plans for this right of way project. They strongly support Alternate #1 as having the least amount of impact on their business and also being best for the general community. They say that the corner of Pleasant Valley Road and North River Road is very hazardous, and something needs to be done. There is little sight distance and they are particularily concerned with the fact that their own employees are in constant danger when attempting to enter or leave the plant. They say that approximately 80 cars enter Pleasant Valley Road at the end of the 3:30PM shift. This is the heaviest load placed on the road. At that time, traffic is backed all the way up from the highway to the plant. They are quite satisfied with the fact that Alternate #1 would make the present Pleasant Valley Road in front of their front plant a deadend street. This would be safer for their employees and it would provide a safer intersection for the employees to enter the heavily travelled Pleasant Valley Road. They have a number of problems with the proposed Alternate #2. It would remove a large amount of parking, and the building taken is their shipping area, which would be hard to replace. They say they do not have the room to put it in an alternate location and any relocation would seriously disrupt their manufacturing production line. All the manufacturing is carried on in a long building complex of approximately 57,000 square feet. Component manufacture begins at the west end of the building, and the assembled products are moved through the building in an easterly direction. The final products are warehoused and shipped from the east end. Removal of the shipping area disrupts their process. Another problem, is that they dispute the existing right of way location. The map for Alternate #2, which I showed them, has the existing right of way drawn in, running very close to the front of White's office. They say that the County does not own this right of way; that the only

By Lou Schwab
Right of Way Agent

FORM 81 734-2709 Use reverse side (tumblehead)

thing they own, is the existing road, which is further to the east. They implied that they have had this matter researched and are willing to take the question to court.

White's Electronics, Inc., manufactures a line of metal detectors. They are a consumer item, and most are sold to the public through retail outlets, however, they do a considerable amount of business through direct sale at their plant and mail order. They presently employ approximately 179 people. Their yearly payroll is approximately 2½ million dollars. All the manufacturing is done at the plant site, raw materials are purchased as individual electronic parts, condensers, transistors, etc.

Also in our discussion, I talked to Kenneth R. White about the proposed taking from his homesite (Parcel #14). He noted that it would be vacant land, and was not very close to his residence. He did not appear to be too concerned about losing the land. His main concern was how Alternate #2 affects the Electronic's plant site.

After my interview, Mr. VanDiver accompanied me on an inspection of the taking area and the plant site. He pointed out the effects of the taking, which included loss of public and employee parking, and disruption of the production line.

LIAISON ESTIMATE OF RIGHT OF WAY COST

Owner Wade A. and Mary E. Ahola — Parcel #15

Address 1016 Pleasant Valley Road — Line Designation Alt. 2

Phone 367-6757 — Section South Santiam River Bridge

Contract Purchaser — Highway Pleasant Valley Road

Address — County Linn

Phone — Limits of Acquisition:

Lessee — Total Area .86 acre

Address — Acquisition 0.02 acre

Phone — Sta. 66+00 to Sta. 67+00

Date of Report 2/ 8/80 — Remainder Right 0 Left .84 acre

Nature of property acquired: Small triangle of homesite, no improvements. Some of property in existing road.

How does acquisition affect balance of grantor's property? Minimal reduction of area only. Property will enjoy substantial special benefit by moving traffic away from house.

(On reverse side, give description of entire property, before and after value estimates, type of grantor, and miscellaneous information where applicable.)

ASSUMPTIONS - Access: Esixting driveway will be reconnected

Fencing: ☐ Contains livestock ☒ Does not contain livestock

☐ To be constructed by State. Explain:

Land Service Facilities (conduits, pipe lines, underpasses, etc.):

None

Occupant Relocation Plans: ☒ None required ☐ Will stay in area

☐ Will leave area ☐ Wants to move his house

VALUATIONS

	Type	Area	Unit Value	Total Value
Land:	homesite	.02	$ 15,000	$ 300
Improvements:				
Damages:				

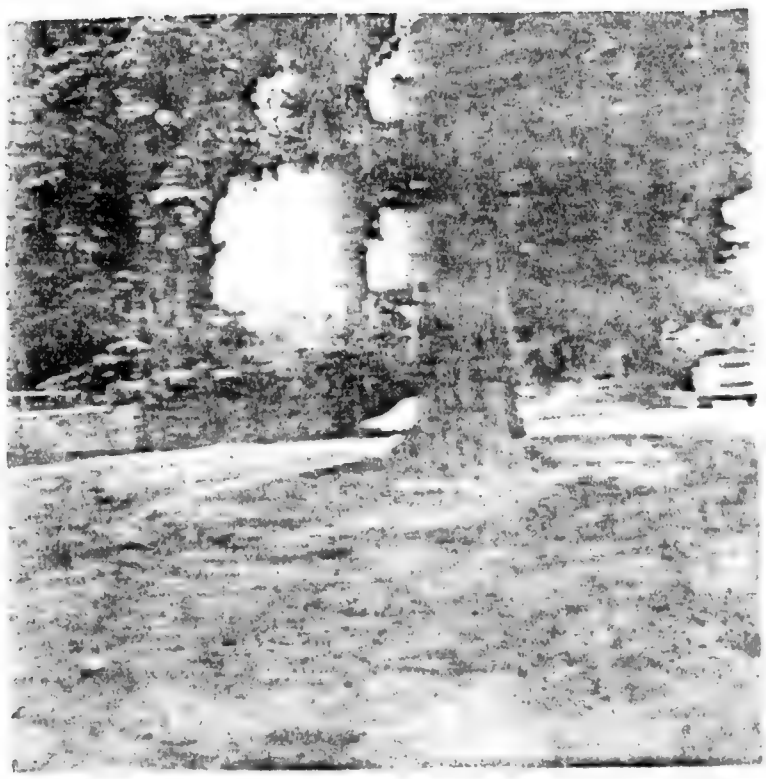
Total Real Property Estimate $ 300

Moving Estimate $ 0
Additive Estimate $ 0
Incidental's Est. $ 0
Demolition Estimate $ 0

Lou Schwab
Liaison Agent

81-734-3631 9/1/74

Parcel #15 is a medium quality three bedroom, two bath residence on a 0.86 acre homesite. It has a two car attached car port and a large landscaped yard. The lot slopes down to the south and has a view of the South Santiam River. This property was purchased by the present owners in March, 1977 for $48,000. Updated with time, the property would sell for approximately $60,000 to $75,000. The taking is a very small triangle of land adjacent to the existing Pleasant Valley Road. It contains .02 acres and part of this is already in the existing roadway. The area in the taking is not really incorporated into the homesite and would not be missed, however, the property will enjoy substantial special benefits from both Alternate 1 and Alternate 2 since both alternates move the through traffic away from the front of the house. It is also possible that construction of Alternate 2 would leave surplus County road right of way at subject's northwest corner. It might be possible for the owners to purchase or trade with the County for this excess land.



Alternate 2
Parcel 15

La Donna M. Jess

337 - 854

Fd. 3/4" Pipe

Fd. 3/4" Pipe

"P" 15+00 W.A. & M.E. Anola

Fd. 1/2" Rod MF 181 - 573

Garage

House

Lane

Epps

Fd. 3/4" Pipe

Fd. Bk. Nail

Bridge

Fd. 1/2" Rod

0.02 ac.

3" Fir

18" Cedar

"P" 10+22.90

Pleasant Valley Road

3 Mail Boxes

4" Tile

3" Pipe

"P" 11+82

N 18° 00' 00" E

Mail Box

Fd. 1/2" Rod

2 Gates

Gravel Parking

Grass

A.C.

Fd. Boat Spike

Tel.

0.17 ac.

0.17 ac.

Fd. 1/2" Rod

0.03 ac.

Sidewalk

Garage

House

White's Electronics

MF 13 - 218

White's Elec

Whites Electronics

Kennet

Dennis L. Duncan

MF 166-135

Fd. 3/4" Pipe in Tube

REPORT OF PERSONAL INTERVIEW

☐ Non-White

☒ Legal Owner ☐ Contract Purchaser ☐ Other _____ File No. Parcel #15

☐ Liaison ☐ Appraisal ☐ Property Mgmt. Last Name Ahola

☐ Acquisition ☐ Relocation ☐ Other _____ Section S. Santiam River Bridge

Name Wade A. & Mary E. Ahola Address 1016 Pleasant Valley RD, Sweet Home, OR

Documents Delivered:

	Date
Brochures, A & R	
Letter, O-Benefit	
Option	
R Claim Forms	

Area of Taking ☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

Amount Approved $

	Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
	1st					
	2nd					
	3rd					
	4th					

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
2-6-80	I met with Mr. and Mrs. Ahola at their residence. I showed them the right of way maps for both Alternate #1 and Alternate #2, and we went outside to look at the approximate area of the taking under Alternate #2. They both feel that the small amount of taking will have a minimal impact on their property, since part of the taking is already out on the existing roadway. They said that either proposal would be alright with them, but they recognize that their neighbors are strongly opposed to Alternate #1, therefore, they do not wish to take sides even though Alternate #2 would tend to benefit them the most. It would take all the through traffic away from the front of their residence, then they would only have to content with traffic generated by a few houses and traffic to and from White's Electronics. They say that the traffic as it presently exists is bad. Many drivers speed around the corners and they are concerned about the safety of their children. They said if they knew then the real situation two years ago when they purchased the house, they would never had bought. As a partial cure, they have built a cyclone fence around their backyard to keep their children and dogs away from the traffic. I also pointed out that based on my inspection of the map, the highway under Alternate #2 would be pulled, actually further away from their existing property, creating an extra wide right of way. It might be possible for them to negotiate with the County and purchase more land at their northwest property corner.

By Lou Schwab
Right of Way Agent

FORM 81-734-3708 Use reverse side (tumblehead)

...ISON ESTIMATE OF RIGHT OF WAY COST

Owner City of Sweet Home

Address Sweet Home, Oregon

Phone

Contract Purchaser

Address

Phone

Lessee

Address

Phone

Date of Report 6-23-80

File No. 16

Line Designation Alt. 2
South Santiam River Bridge

Section (Sweet Home)

Highway Santiam

County Linn

Limits of Acquisition:

Total Area

Acquisition 0.09 ac. (3,750 S.f.)

Sta. 72+68 to Sta. 73+87

Remainder: Right Left

Nature of property acquired: Steep river bank - unbuildable site

How does acquisition affect balance of grantor's property? Reduction in size only.

(On reverse side, give description of entire property, before and after value estimates, type of grantor, and miscellaneous information where applicable.)

ASSUMPTIONS - Access: No change

Fencing: ☐ Contains livestock ☐ Does not contain livestock

☐ To be constructed State - Explain:

Land Service Facilities (conduits, pipe lines, underpasses, etc.):

Occupant Relocation Plans: ☒ None required ☐ Will stay in area

☐ Will lease area ☐ Wants to move his house

ALLOCATIONS

	Type	Area	Unit Value	Total Value
Land:	Rural residential			
	Steep river bank	0.09	$ 10,000	$ 900
Improvements:	Sign			200
Damages:				
			Total Real Property Estimate	$ 1,100

Moving Estimate $ NA if sign purchased

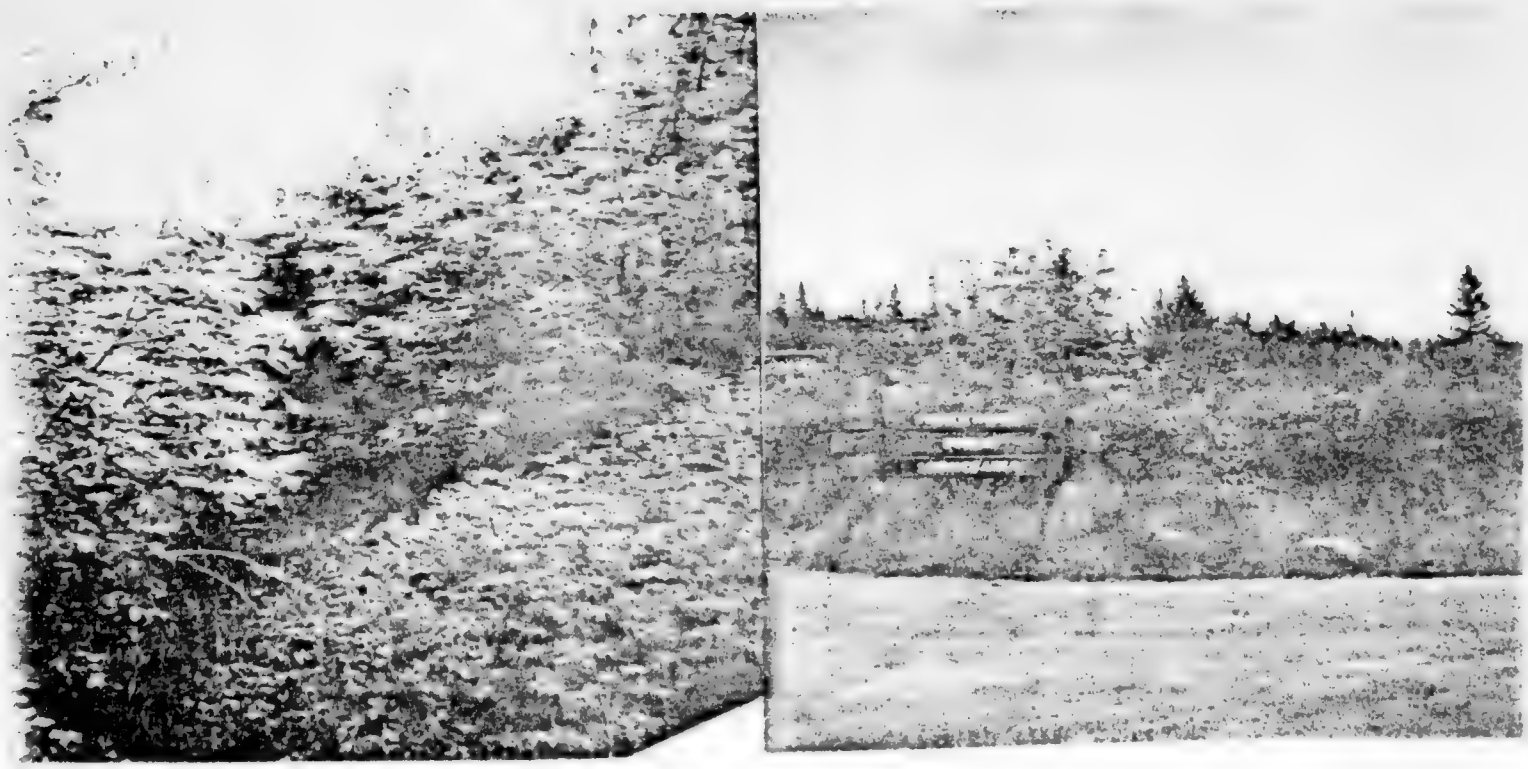
Additional Estimate $ NA

Incidental's Est. $ NA

Demolition Estimate $ NA

Liaison Agent

81-734-3631 9/1/74



Water Line

RIVER

Water Line

Proposed RING

Fd. Nail

Fd. Nail

Fd. Nail

Fd. ¾" Pipe

Fd. ¾" Pipe

Fd. ¾" Pipe
N = 75,787.0
E = 1,414,540

E 1,414,500

Telephone

Wood Guard Rail

Fd. ½" Rod

Fd. ½" Rod

Fd. ½" Rod

LIAISON ESTIMATE OF RIGHT OF WAY COST

Owner State Land Board

Address Salem, Oregon

Phone

Contract Purchaser

Address

Phone

Lessee

Address

Date of Report 6-23-80

File No. 17

Line Designation Alt. 2

Section South Santiam River Bridge (Sweet Home)

Highway Pleasant Valley Road

County Linn

Limits of Acquisition:

Total Area

Acquisition 0.27

Sta. 71+60 to Sta. 72+68

Left

Nature of property acquired: River bottom

How does acquisition affect value of grantor's property? NA

(On reverse side, give description of entire property, before and after value estimates, type of operation, and miscellaneous information where applicable.)

ASSUMPTIONS - Access: None

Fencing: ☐ Contains livestock ☐ Does not contain livestock

☐ Type of fencing, Lane, Erosion:

Land Service Facilities (irrigation, mine lines, underpasses, etc.):

Occupant Relocation: ☒ Has relocated ☐ Will stay in area

☐ Has left area ☐ Wants to move his house

VALUATIONS

	Area	Unit Value	Total Value
Land: River bottom	0.27	$	$ 700
Improvements:			
Damages:			

(Estimate based on previous land acquisitions from State Land Board)

Total Right of Way Estimate $ 700

Moving Estimate $ NA
Additive Estimate $ NA
Incidental's Est. NA
Demolition Estimate $ NA

Judy Peterson Liaison Agent

81-734-3631 9/1/74

Water Line

RIVER

Water Line

E 1,414,500

Proposed RIW Z

Fd. PK. Nail

Fd. PK. Nail

Fd. ¾" Rod

Fd. ¾" Rod

Fd. ¾" Rod

Fd. ¾" Pipe

Fd. ¾" Pipe
N 776,787.4
E 1,414,541.

Telephone

Wood Guard Rail

Fd. ¾" Rod

House

Fd. ¾" Rod

404

SOUTH SANTIAM RIVER (SWEET HOME) BRIDGE

PLEASANT VALLEY ROAD

LINN COUNTY, OREGON

ENVIRONMENTAL ASSESSMENT

Oregon Project RS-483(1)

U.S. DEPARTMENT OF TRANSPORTATION

Federal Highway Administration
and
Oregon Department of Transportation

6-27-86
Date

Assistant State Highway Engineer

6-27-86
Date

Federal Highway Administration Official

Form FHWA 121 (Rev. 5-73)

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
The Oregon Division - Salem

SUBJECT: Oregon Project RS-A483(-)
South Santiam River Bridge
Pleasant Valley Road
Linn County

DATE: July 5, 1979

In reply refer to: HFO.2-OR

FROM : G. L. Green, Division Administrator

TO : Mr. H. S. Coulter, State Highway Engineer

Approval is given to design the subject structure as set forth in Mr. Walter Hart's June 7, 1979, letter.

The approved design includes a 36-foot roadway width and no sidewalks.

G. L. Green

cc:
OSHD(W J Hart)
OSHD(D H Moehring)

RECEIVED
STATE HWY EN
JUL 9 - '79
REFER TO
FOR
Info | Inves. | R-D | D.E. | Sign | Act | File

Narrative Report

South Santiam River (Sweet Home) Bridge Section
Pleasant Valley Road

This survey was to prepare P S & E for replacement of a badly deteriorated bridge over the South Santiam River at Sweet Home. Location work actually started back in 1969 and proceeded through the public hearing stage. It was dropped early in 1970 when the county withdrew it's application and repaired the existing structure. At that time the L line shown ~~on~~ on the detail map was favored.

The County again applied in 1977 and this survey is the result. The L2 line location was chosen at a December 1978 I. D. T II meeting because it was felt that, although it would cost a little more than the L line, the straighter alignment would be better in the long run. The meeting was attended by, and the decision made by, County Engineer Willis Graff and Commissioner Vern Schrock.

The typical section on the authority for survey was for a 32 foot roadway with an 8 foot bicycle path on one side. A Jan 9, 1979, letter from the County Engineer asked for a change to a 36 foot roadway and deletion of the bike path. Our survey typical section was changed to accomodate the Counties wishes.

A surfacing design has not yet been received so surfacing thickness and quantities could change. The design used is an old one from the Vale Creek-Sweet Home location. No borrow sources are designated for the embankment in place item. There are several possibilities from local commercial sources. If a good granular material is used surfacing quantities could be reduced considerably.

Unit prices for the estimate are from the Cost Analyst Section, except for the structure price which is from the bridge section.

Strong opposition ~~from~~ from local residents was a prime factor in the withdrawal of the Counties application in 1970. Although there does not yet appear to be any organized opposition this time, there is discontent among some of the affected property owners and an organized opposition could be yet coming.

Neale Oliver
Resident Engineer
2/15/79

6286

Sheet

LOCATION COST ESTIMATE AND QUANTITY SUMMARY

Section SOUTH SANTIAM RIVER BRIDGE
Highway FAS 217 PLEASANT VALLEY RD.

County LINN
Prefix 522-1955

ITEM NO.	ITEM DESCRIPTION	UNIT	PART	TOTAL QUANT.	ALLOW.	GROSS QUANT.
						100%
1	MOBILIZATION	Lump Sum				100%
2	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	Lump Sum				190
3	TEMPORARY SIGNS	SQ FT				2
4	TEMPORARY BARRICADES	EACH				150
5	TEMPORARY CONTINUOUS RAIL TRAFFIC BARRIER, REFLECTORIZED	LN FT				200
6	FLAGMEN	HOUR				
			$4,000 $2,000			100%
7	CLEARING & GRUBBING	Lump Sum	GRUBBING 0.5 ACRE, CLEARING 1.5 ACRE	2.0 ACRES		100%
8	REMOVAL OF STRUCTURES & OBSTRUC.	Lump Sum	1 SHACK, 5-6 [illegible], 1 [illegible] STRUCTURE			18000
9	EMBANKMENT IN PLACE	Cu Yd				1322
10	TOE TRENCH EXCAVATION	Cu Yd				45
11	TRENCH EXCAVATION	Cu Yd				100%
12	FINISHING ROADBED & SLOPES	Lump Sum	1350' ROADWAY			160
13	WATERING	M-GAL				450
14	AGGREGATE LEVELING COURSE 3/4-0	TON				5560
15	AGGREGATE BASE 1½-0	TON				1250
16	AGGREGATE SHOULDER MATERIAL	TON	3/4-0			1530
17	CLASS "B" A.C. MIXTURE	TON	1500			105
18	ASPHALT IN MIXTURE	TON				1.0
19	ASPHALT IN TACK COAT	TON	MAY INCLUDE IN PRICE OF CLASS B A.C.			332
20	12" CULVERT PIPE	LN FT				

6366

Sheet 1 of ___ Sheets

LOCATION COST ESTIMATE AND QUANTITY SUMMARY

Section SOUTH SANTIAM RIVER BRIDGE

Highway FAS 217 PLEASANT VALLEY RD.

County LINN

Prefix 522-1955

prices from Geo Sanford 2/14/79

PART

RIPTION	UNIT		TOTAL QUANT.	ALLOW.	GROSS QUANT.	UNIT PRICE	AMOUNT
	Lump Sum				100%	3,000	3,000
ON AND DE TRAFFIC	Lump Sum				100%	1,000	2600
LS	SQ FT				190	6.50	1235
RICADES	EACH				2	125.00	250
UOUS RAIL EFLECTORIZED	LNFT				150	5.00	750
	HOUR				200	20.00	4,000
		$4,000 $2,000					
BBING	Lump Sum	GRUBBING 0.7 ACRE, CLEARING 1.5 ACRE	2.2 ACRES		100%	7,500	7,500
CTURES & OBSTRUC.	Lump Sum	1 SHACK, 5-6 CULVERTS, MISC. OTHER WORK			100%	1,500	1,500
PLACE	Cu Yd				18000	$4.00	72,000
AVATION	Cu Yd				1322	~~6.00~~ 7.50	9915
TION	Cu Yd				45	12.00	540
BED & SLOPES	Lump Sum	1350' ROADWAY			100%	$1,500	1,500
	M-GAL				160	10.00	1,600
ELING COURSE 3/4-0	TON				450	7.00	3,150
SE 1½-0	TON				5560	6.00	33,360
ULDER MATERIAL	TON	3/4-0			1250	7.00	8,750
MIXTURE	TON	1500			1530	19.00	29,070
IXTURE	TON				105	100.00	10,500
CK COAT	TON	MAY INCLUDE IN PRICE OF CLASS 3 A.C.			1.0	500.00	500
PE	LNFT				332	15.00	4980

Sheet

LOCATION COST ESTIMATE AND QUANTITY SUMMARY

Section _____ County _____

Highway _____ Prefix _____

ITEM NO	ITEM DESCRIPTION	UNIT	PART		TOTAL QUANT.	ALLOW.	GROSS QUANT
21	18" CULVERT PIPE	LIN FT					72
22	GUARDRAIL TYPE 2A	LIN FT					886
23	GUARDRAIL TYPE 3	LIN FT					100
24	GUARDRAIL ANCHORS, TYPE 1	EACH					2
25	GUARDRAIL ANCHORS, TYPE 2	EACH					2
26	RAIL END PIECES B	EACH					2
27	RAIL END PIECES C	EACH					2
28	EXTRA FOR ASPHALT APPRS	EACH	.7- DRUWYS	2- Rd CONN.			9
29	LOOSE RIPRAP, CLASS 2000, plated	Cu yd	Plated add #3				280C
30	FILTER BLANKET	Cu yd					70C
31	ROADSIDE SEEDING & MULCHING	ACRE					1
32	DELINEATORS	EACH					15
12A	OBLITERATION OF OLD ROADWAY	SQ YD.					700
	Structure						
	400' X 36' X $50 = $720,000	+ 40%	ENGR & CONTINGENCIES		Bridge	Price from	Jack Allaway 2/14/79
	ENGINEERING & CONTINGENCIES	$	20% GRADING ITEMS				
	RAILROAD CROSSING	$	FLASHING LIGHTS - DROP ARMS - w den X, No				

Sheet ___ of ___ Sheets

LOCATION COST ESTIMATE AND QUANTITY SUMMARY

Section _____ County _____

Highway _____ Prefix _____

PART

SCRIPTION	UNIT		TOTAL QUANT.	ALLOW.	GROSS QUANT.	UNIT PRICE	AMOUN
PIPE	LNFT				72	20 00	1440
YPE 2A	LNFT				888	11 00	9,768
YPE 3	LNFT				100	22 00	2200
NCHORS, TYPE 1	EACH				2	300 00	600
NCHORS, TYPE 2	EACH				2	350 00	700
ES B	EACH				2	85 00	170
CES C	EACH				2	150 00	300
SPHALT APPRS	EACH	7- DRIVWYS 2- Rd CONN.			9	200 00	1800
P, CLASS 2000, plated	Cuyd	plated add #3			2800	13 00	36,400
KET	Cuyd				700	12 00	8,400
DING & MULCHING	ACRE				1	800 00	800
S	EACH				15	22 00	330
OF OLD ROADWAY	SQ YD.				700	1 00	700
							280,308
O = $720,000	+ ~~40%~~	ENGR & ~~CONTINGENCIES~~ Bridge	Price from	Jack Allaway 2/14/79			720,000
CONTINGENCIES	$	20% GRADING ITEMS					56,000
SSING	$	FLASHING LIGHTS - DROP ARMS - widen X; Na					45,000
						Total	1,101.308

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION FILE:

INTER-OFFICE CORRESPONDENCE

January 12, 1979

Salem, Oregon

FROM: Phillip O. Stearns
REGION FEDERAL AID SPECIALIST

SUBJECT: South Santiam River Bridge
FAS-A483

TO: D. H. Moehring, Manager
OFFICE OF PROJECT DEVELOPMENT

Attached is a letter from Linn County Engineer Willis Grafe requesting subject structure be designed to a thirty-six foot width.

Although Mr. Grafe did not state it, Region Office believes this to be a finding in the public interest and recommends concurrence with the thirty-six foot width.

Please forward the request through normal channels for consideration.

POS/gl
attachment

Bridge Section
Have FHWA concurrence

NEAL D. MICHAEL
Roadmaster

Office Of
LINN COUNTY ENGINEER
3010 Ferry Street, SW
ALBANY, OREGON 97321

WILLIS R. GRAFE, P.E.
County Engineer

January 9, 1979

Mr. Phillip O. Stearns
Oregon State Highway Division
2960 East State Street
Salem, Oregon 97310

Re: South Santiam River Bridge
FAS A-483

Dear Mr. Stearns:

In reviewing subject project application in view of the preliminary engineering work now completed, we feel we must increase the design roadway cross section from 32' to 36' and delete the 8' sidewalk/bikeway now contemplated.

At the time of application it was our understanding that a separated two-way bikeway was considered the most operationally desirable method to handle the anticipated traffic. Since that time, however, we find that wide shoulders are considered better and we make this request accordingly.

Despite the traffic volume on this section we do not consider a roadway or structure wider than 36' appropriate from an operational, economic, or political standpoint for the following reasons:

1. The entire project is only about 1700 feet in length with excellent sight distance throughout, functioning as an access controlled section over most its length.

2. The intersection with Highway 20 will be a stop condition, either signal or stop sign.

3. The northeasterly end of the project will connect with county roads of 30' and 26' out to out of shoulder and no improvement other than structural overlay is contemplated at any forseeable time in the future.

Considering the minimal pedestrian and bicycle traffic contemplated and the combination of operational features set forth above, we feel the use of a 36' roadway width will provide maximum service and safety benefits for the dollar invested and will not be significantly incompatible with the adjacent roadway section and we hereby request it be adopted as the design standard for this project.

Sincerely,

Willis R. Grafe
Linn County Engineer

WRG:bms

NEAL D. MICHAEL
Roadmaster

Office Of
LINN COUNTY ENGINEER
3010 Ferry Street, SW
ALBANY, OREGON 97321

WILLIS R. GRAFE, P.E.
County Engineer

December 29, 1978

Phillip O. Stearns
Federal Aid Specialist
Region II
Oregon State Highway Division
2960 E. State Street
Salem, Oregon 97310

Re: Federal Aid Fund Obligation,
Devaney Bridge (FAS A-496);
S. Santiam River Bridge
(Pleasant Valley Rd. FAS A-483)

Dear Mr. Stearns:

As you are aware, we have requested previously that Devaney Bridge construction be delayed pending availability of Special Bridge Replacement funds. Please do not obligate regular FAS funds for the project at this time.

It will probably be at least two years before it will be possible to go to construction on the South Santiam River Bridge at Sweet Home so we feel it would be appropriate to continue the project in a P. E. status at this time so others may obligate the funds thus released.

Please prepare our 1979 Status of FAS Funds report to show the above.

Sincerely,

Willis R. Grafe
Linn County Engineer

WRG:bms

GD

Expedite
Let Cancel FAS Funds

STATE OF OREGON

INTEROFFICE MEMO

TO: Mr. Phillip O. Stearns
Region Federal Aid Specialist

DATE: January 4, 1978

FROM: Walter J. Hart
Structural Design Engineer

SUBJECT: Thomas Creek (Devaney) Bridge FAS A-496
Upper Calapooya River Bridge FAS A-482
South Santiam River Bridge FAS A-483
Linn County
Project Status

Your letter of December 22, 1977, to G. W. Wimer concerned the subject structures. An updating of the status of these projects follows:

1. Thomas Creek (Devaney) Bridge
   Design and R/W acquisition can be completed about the first of June 1978. Project will then be ready to "stand by" and await possible Special Bridge Replacement funding.

2. Upper Calapooya River Bridge.
   This project will not be ready for a bid opening on March 23, 1978, as scheduled. The plans are complete, but the right-of-way necessary will not be acquired until the first of June 1978.

3. South Santiam River Bridge (Pleasant Valley Road)
   The vicinity map will not be into our Salem office until about the first of April. Project design and R/W acquisition will follow that date. This could be a fiscal 1979 project providing funding is available.

Right-of-way and design only are covered in the above. Environmental, public involvement, or other complications must also be considered when determining possible bid opening dates.

WJH:dls

cc: E. S. Hunter
Hal Versteeg
John Wood
D. E. Swan
Don Keyes

PROJECT MANAGEMENT
PDE
LGE
CCE
IAE
OPM
OPE
JAN 5 1978
PM
LG
IA
OP

125-1387

NEAL D. MICHAEL
Roadmaster

Office of
LINN COUNTY ENGINEER
3010 Ferry Street
ALBANY, OREGON 97321
Phone 926 9451

WILLIS R. GRAFE, P.E.
County Engineer

December 19, 1977

Mr. Phillip O. Stearns
Regional Federal Aid Engr.
Oregon State Hwy Division
2960 E. State Street
Salem, Oregon 97310

RE: FAS A-496 - Thomas Creek (Devaney) Bridge

Dear Mr. Stearns:

In clarification of County policy and needs regarding subject project, I wish to take this opportunity to bring you up to date regarding our current status in the Federal Aid Secondary program.

The bridge in question, originally programmed as Weddle Bridge, now Devaney Bridge, was among those listed in the 1976-82 six year plan as eligible for Special Bridge Replacement Funds. In response to this indication of elibibility, and, of course primarily due to the delapidated condition of the structure we requested it to be programmed for right of way and design an an FAS-C project with a possible stand-by status when all plans were prepared. We are pleased to know that we have all but reached the state where we are ready to start "standing by".

It has come to our attention that the present list of structures eligible for SBR funds shows the bridge to now be so far down the list as to be completely out of reach for funding in the forseeable future.

Recent routine inspection has revealed the bridge to have deteriorated significantly during the last inspection period, and the current report has been transmitted to Mr. John Wood, Bridge Maintenance Engineer for a more current evaluation. We feel confident that some change will occur in the priority position as a result of his review, evaluation, and/or inspection. We will establish a load limit of 8-10 tons immediately, pending repairs.

We anticipate spending approximately $25,000 on this bridge for major repairs as soon as equipment and manpower become available, primarily in an effort to keep it in service until SBR funding becomes available sometime in the next few years.

Two other factors (bridges) contribute to our establishment of our priorities, the Upper Calapooya Bridge, scheduled for bid March 23, 1978, and the South Santiam River Bridge, (Pleasant Valley Road) West of Sweet Home.

We are ready at any time to proceed with the Calapooya river bridge and are pleased to note the fine progress being made thereon.

cc: [illegible]
cc: [illegible]
cc: [illegible]
cc: [illegible]
cc: [illegible]

The South Santiam River bridge will represent a major effort for us, and we expect it to require significant committment of future Federal Aid funds when the time comes. We hope to be in a good financial position with regard to Federal Aid funds availability and priority when needed for this project and request that our projects be handled as follows:

1. Devaney Bridge - Continue design and right-of-way acquisition up to where project is ready for advertising, then hold for available funding, DO NOT CANCEL.

2. Upper Calapooya - Continue present plan to go to contract as soon as possible. County may put some 100% funds in to improve future availability of funds and priority for S. Santiam River bridge.

3. South Santiam River bridge - Proceed with present program and hope that availability of funds at time of completion of plans and priority standing will enable enough funding to proceed.

Thank you for your assistance and patience in this complicated situation.

Sincerely,

Willis R. Grafe
Linn County Engineer

WRG:bt

4484

August 5, 1977

Board of County Commissioners
Linn County
Courthouse
Albany, OR 97321

MISC. CONTRACTS and
AGREEMENTS No. 6192

Attention: Del W. Riley
County Clerk

Gentlemen:

Attached for your records is a fully executed copy of an agreement covering construction of the South Santiam River Bridge Section of Pleasant Valley Road.

We have retained a fully executed copy of this agreement for the Transportation Commission's files.

Very truly yours,

C. W. Head
COMMISSION SERVICES

fkn

Att.

cc Don Harwell (agree. att.)

U.S. DEPARTMENT OF TRANSPORTATION - FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

FEDERAL AID PROJECT NO.: RS-483(1)

STATE PROJECT NO.: See Below

FROM:
G. L. Green, Division Administrator
Salem, Oregon

PROGRAM NO.:

ITEM NO.: 70333

COUNTY NAME: Linn

PROGRAM STAGE (Check) ☐ 1. ☐ 2.

TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

RECEIVED
STATE HWY ENGR
AUG 3 '77
REFER TO
FOR

DATE PS & E APPROVED	DATE AUTHORIZATION EFFECTIVE	FEDERAL ROUTE NUMBER	STATE ROUTE NUMBER
	7-25-77	Secondary A483	County Road

GENERAL LOCATION:

"South Santiam River Bridge (Sweet Home) Section"

GENERAL DESCRIPTION OF WORK:

Preliminary Engineering

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

PRELIMINARY ENGINEERING TO DETERMINE

- ☐ LOCATION ONLY
- PRLIMINARY ENGINEERING FOR SURVEY AND PLAN
- ☐ PREPARATION
- ☒ OTHER (Specify) All Phases of PE necessary to obtain an approved Negative Declaration TEC not to exceed $15,000-FF $12,870.
- ☐ ACQUISITION OF RIGHT OF WAY
- CONTRUCTION - ADVERTISE FOR RECEIPT
- ☐ OF BIDS
- ☐ CONSTRUCTION - PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

As requested in Mr. Swan's July 13, 1977 letter.

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
7-25-77	[signature]	for Division Administrator

FORM PR-1240 (REV. 8-70) EXISTING STOCKS OF FORM PR-1240 (REV. 6-66) WILL BE USED

☆ U.S. GOVERNMENT PRINTING OFFICE: 1976—626-787

Office Of

LINN COUNTY ENGINEER
3010 Ferry Street
ALBANY, OREGON 97321

Phone 926-9451

NEAL D. MICHAEL
Roadmaster

WILLIS R. GRAFE, P.E.
County Engineer

July 21, 1977

Phillip O. Stearns, Federal Aid Engr.
Oregon State Highway Division, Region II
2960 E. State Street
Salem, Oregon 97310

Dear Mr. Stearns:

Returned herewith per your letter of July 12, 1977, three signed copies of the Construction-Finance agreement for the South Santiam River Bridge Section of the Pleasant Valley Road.

We are pleased at the progress being made toward execution of this project.

Under THINGS TO BE DONE BY THE COUNTY, paragraph 2, we note the County share of the estimated total cost of the project is to be 7% as agreed upon by FHWA some months back. We appreciate this new lower rate of participation by local government, and under most conditions would be glad to take full advantage of it.

The matter of participation percentage has been discussed at length with our Board of County Commissioners and, considering Linn County's present financial position, I am requesting for them that the earlier rate of 11% be used in order to retain the four percent in our available balance of Federal Aid Funds.

Sincerely,

W. R. Grafe

Willis R. Grafe
Linn County Engineer

WRG:bt
Encl.

ROBERT W. STRAUB
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

July 13, 1977

TO G. L. Green, Division Administrator
Federal Highway Administration

FROM D. E. Swan
Federal Aid Engineer

SUBJECT Project Data Submission
Item No. 70333
Project No. RS-A483(1)
S. Santiam River Bridge (Sweet Home) Sec.
Linn County

Attached is data for the subject project.

This project has been selected by the Oregon Transportation Commission and local officials in cooperation with each other as required by the Federal Aid Act.

We request the following:

1) Authorization to proceed with all phases of preliminary engineering necessary to obtain an approved Negative Declaration at an estimated total cost of $15,000 with an obligation of $12,870 in federal funds.

CL:dmc
cc: J. Sheldrake (Reg. 2)
H. Reynoldson

Budget Bureau No. 41-R2067

U.S.

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W.O.

FORM PR-1 (REV. 4-61)

July 13, 1977

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

CARD	REPORT NUMBER	PROJECT LOCATION (45 typewriter spaces)		PRESENT	FUTURE	YEAR	REGION	STATE NAME
2	(19) (20)	Co. Rd. NCL Sweet Home N. 0.19 mi. 21 65	ADT	DHV 300 2,800	4,200 (66) (70)	97 (71) (72)	10	Oregon

CARD	CHARACTER OF PROPOSED WORK (35 typewriter spaces)	NATL. FOREST	FH ROUTE NO.	SUPV AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PROJECT NUMBER PREFIX LETTER(S)	PROJECT NUMBER NUMBER
3	Preliminary Engineering 28 62	(63) (65)	(66) (68)	(69)	(70)	(71)	(72) (73)	(74) (75)	RS- 14 23	A483 7

CARD

CLASS OF FEDERAL FUNDS: Rural Secondary

NAME OF URBAN AREA: 17-31 -

COUNTY NAME: Linn (114)

ROUTE NO. S | FEDERAL-AID A-483 (32) | STATE Co. Rd. (36) (37) | U.S. -

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	WORK CLASS	WORK TYPE	STEP	TERMINI (Full description)	MILES	ESTIMATED PROJECT COST BY PHASES: TOTAL ESTIMATED COST	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS
1	(14-15)	(16)	41	42	43 46	53		(54) (58)	(59) (66)	(67) (76)		
5					PE			0.19	20,000	17,160	2,840	
5					ROW							
5					CONST (CODE)		"S. Santiam River Bridge (Sweet Home) Section"					
								0.19	20,000	17,160	2,840	

(16) (23) (24) (33)

CARD 1	CODE 1	PREPARED BY	PROJECT TOTALS
1	14	CL	

PROGRAM APPROVAL DATES: December 9, 1976

REMARKS

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

FORM PR-1 (REV. 4-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

July 13, 1977

T LOCATION (45 typewriter spaces)		PRESENT	FUTURE	YEAR	REGION	STATE NAME	STATE CODE	APPN CODE	ITEM NO.
d. NCL Sweet Home N. 0.19 mi.	ADT	DHV 300 2,800	4,200	97	10	Oregon	41	075	70333

RK (35 typewriter	NATL. FOREST	FH ROUTE NO.	SUPV AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PROJECT NUMBER PREFIX LETTER(S)	NUMBER	SEQ. NO.	I. Projects Only POST MI.	DESIG.
eering								RS-	A483	(1)		

	COUNTY NAME	CODE	PROGRAM STAGE
	Linn	043	1 OR 2

	ROUTE NO.	FEDERAL-AID	STATE	U.S.
	S	A-483	Co. Rd.	-

RK TYPE	STEP	TERMINI (Full description)	MILES	ESTIMATED PROJECT COST BY PHASES: TOTAL ESTIMATED COST	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK (Full description)
			0.19	20,000	17,160	2,840		
W								
NST		"S. Santiam River Bridge (Sweet Home) Section"						ROW-80' maximum; Access Control-none; Parking Restrictions-complete.
	CL	PROJECT TOTALS	0.19	20,000	17,160	2,840		

AL DATES
December 9, 1976

REMARKS

-over-

USCOMM DUSCOMM-DC 48908-P61

South Santiam River Bridge (Sweet Home) Section
Project No. RS-A483(1)

Existing Facility:
Roadway - Basically 20 foot A.C. surface with 2 foot gravel shoulders.
Structure - S. Santiam River Bridge #5150, underslung steel truss with timber deck. 275 feet in length with 25 foot roadway.

Adjacent Sections: Same as existing facility.

Project Data: Work under this project consists of all phases of preliminary engineering including preliminary engineering by utility and railroad forces for the future construction of a 100 foot reinforced concrete bridge adjacent to the existing structure and the realignment of approach roadways.

System Action, Water Developments, Historical and Recreational Areas:
None involved
Airport: Langmack Airport lies approximately 2½ miles S.E. of the project. However, no conflict with the operation of the airport will result from the project.

Railroads: Crossing No. 3S-027.90

Name of Railroad	Burlington Northern Railway
No. of Tracks	One (Main)
No. of Trains	4 thru
No. of Hi Speed Trains	None
Present Protection	Flashing Lights
Proposed Protection	No change
Railroad Benefits	None

FHPM 7-7-2 Requirements: Major Action project requiring a negative Declaration concurred in by FHWA on February 23, 1977.

FHPM 4-1-4 Requirements: State clearinghouse and District 4 Clearinghouse A-95 review letters of approval dated October 27, 1976 and October 28, 1976 respectively.

FHPM 7-7-5 Requirements:
Public Hearings--Opportunity for a hearing
Location/Design--Approval will be granted u
approved Secondary Road Plan.

NOTE: This project is in Congressional Dis

(Sweet Home) Section

t A.C. surface with 2 foot gravel shoulders.
er Bridge #5150, underslung steel truss with
length with 25 foot roadway.

existing facility.

this project consists of all phases of pre-
luding preliminary engineering by utility and
future construction of a 100 foot reinforced
to the existing structure and the realign-
s.

opments, Historical and Recreational Areas:

lies approximately 2½ miles S.E. of the pro-
ict with the operation of the airport will

S-027.90
Burlington Northern Railway
One (Main)
4 thru
None
Flashing Lights
No change
None

Major Action project requiring a negative
by FHWA on February 23, 1977.

State clearinghouse and District 4 Clearing-
rs of approval dated October 27, 1976 and
tively.

FHPM 7-7-5 Requirements:
Public Hearings--Opportunity for a hearing will be offered.
Location/Design--Approval will be granted under provisions of the approved Secondary Road Plan.

NOTE: This project is in Congressional District No. 4.

DATE: June 9, 1977

TO: OREGON TRANSPORTATION COMMISSION

FROM:
H. S. Coulter
State Highway Engineer

SUBJECT: FASC Project Requests

On the Consent Calendar for the June 21 meeting will be eight requests for approval of Federal Aid Secondary System Projects.

Clatsop County is requesting a $575,000 project to reconstruct a 0.53 mile section of Youngs River Loop Road and to replace the bridge across Youngs River.

A $365,000 project to realign approximately 1,500 feet of Dethman Ridge Road and construct a structure across Neal Creek is being requested by Hood River County.

The request from Lane County is for replacing an existing wooden bridge crossing EWEB power canal with a concrete structure estimated to cost $135,000.

Linn County is requesting a $490,000 project to replace the existing steel bridge crossing the South Santiam River on Pleasant Valley Road in Sweet Home.

The request from Malheur County is for a $107,000 project to replace a pony truss bridge with a concrete structure crossing Bully Creek on Airport Road.

A $198,000 project to widen and improve a 0.48 mile section of N.E. 8th Avenue in MiltonFreewater is the request from Umatilla County.

Union County's request is for replacing a deficient bridge across the Grande Ronde River on Pierce Lane with a concrete structure estimated to cost $182,000.

The request from Wallowa County is for a $154,000 project to construct a structure across the Imnaha River and realign approximately 900 feet of Imnaha River Road.

Federal Aid Secondary funds for these projects is estimated at $1,897,160 with the State providing approximately $154,420 in match funds and a like amount being contributed by the counties.

These projects have been investigated and are eligible for funding under the Federal Aid Secondary Program. I recommend your approval and request authority to sign the project agreements for and on your behalf.

Attachments (20)

GEZ:ljt

bc: R. A. Burco
C. W. Head
F. B. Klaboe
E. S. Hunter
R. L. Schroeder
R. N. Bothman
L. W. Rulien
L. E. George
J. H. Versteeg
V. E. Skoog
E. L. Hardt, Reg. 1
John Sheldrake, Reg. 2
A. Shirley, Jr., Reg. 3
W. E. Schwartz, Reg. 5
D. N. Harwell
George Bell
Max Klotz

LINN COUNTY
Proposed FAS-C Project

South Santiam River Bridge
Pleasant Valley Road, FAS A483
Grade, Pave, Structure and Signs
0.19 mile
$490,000

This project consists of replacing the existing underslung steel truss bridge crossing the South Santiam River in Sweet Home with a structure of modern design. The structure will be approximately 400 feet in length and provide a 32-foot clear width with a sidewalk on one side. The structure will be placed adjacent to the existing structure and will require realignment of approaches.

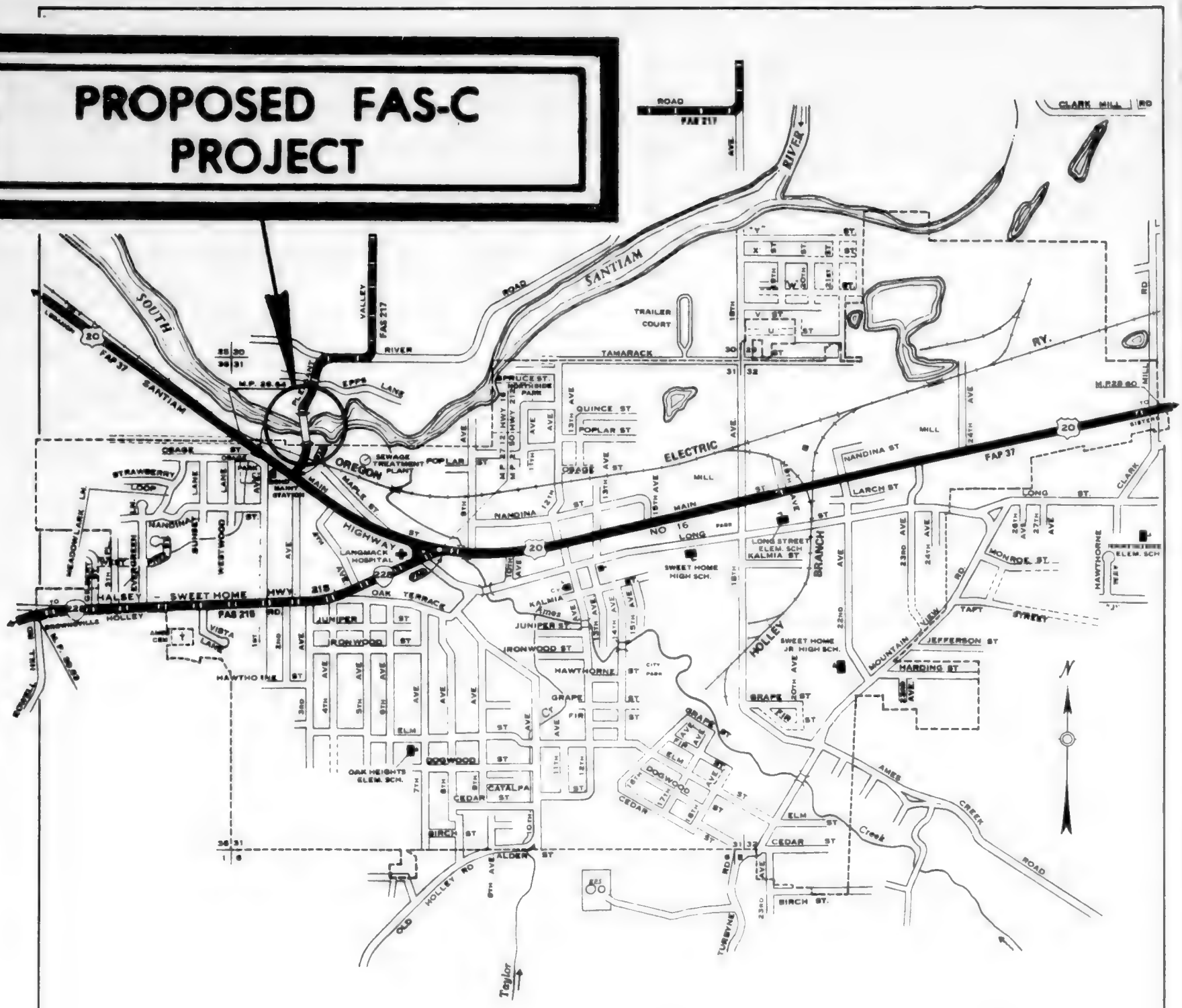
State will perform preliminary and construction engineering.

Right-of-way will be acquired and the amount required will be determined during preliminary engineering phase.

77-a
6/6/77

App'd by DOT Comm
6/21/77

PROPOSED FAS-C PROJECT



T13-1NB R1W-R1E W.M.

SWEET HOME

LINN COUNTY

PREPARED BY THE
OREGON STATE HIGHWAY DIVISION
IN COOPERATION WITH
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

Population 4,222

Scale in Feet

Revised January 1974

LEGEND

- FEDERAL AID INTERSTATE SYSTEM
- FEDERAL AID PRIMARY SYSTEM
- FEDERAL AID SECONDARY SYSTEM STATE
- FEDERAL AID SECONDARY SYSTEM COUNTY
- OTHER FEDERAL AID SECONDARY LOCAL
- TERMINATION OF FA SYSTEM
- TERMINATION OF ROUTE
- DIVIDED HIGHWAY
- UNDIVIDED HIGHWAY NO OF LANES
- STREET OPEN FOR TRAVEL
- STREET DEDICATED BUT NOT OPEN
- INTERSTATE NUMBERED ROUTE (FAI)
- U.S. NUMBERED ROUTE
- STATE NUMBERED ROUTE
- POST OFFICE
- SCHOOL
- CITY CENTER
- R.R. DEPOT
- CITY LIMITS
- PUBLIC BLDG
- CY CITY HALL
- CT COURT HOUSE
- A ARMORY
- L LIBRARY

92184

STATE OF OREGON

INTEROFFICE MEMO

TO: E. S. Hunter
Deputy State Highway Engineer

DATE: March 3, 1977

FROM: L. W. Rullen
Program Management Engineer

SUBJECT: PROJECT ASSESSMENT
S. Santiam River Bridge
Pleasant Valley Road
Linn County

Attached for your information is an assessment, concurred in by the Federal Highway Administration.

Program Management classifies this section as a Category 3 project of Major action. Non-Significant

Your approval will place this project in our Project Management System and allow its development in accordance with Action Plan procedures.

BLG:dpy

Attachment

EHL
2-28-77

cc: J. B. Boyd (3)
L. E. George
W. J. Hart
C. T. Keasey
J. H. Versteeg (4)
F. E. Terpin (2)
G. A. Potter (2)
George Bell
R. E. Royer
Surfacing Design - Lab Bldg.
B. L. Gifford
Region 2: John Sheldrake
District 4: C. H. Johnson
Region 2 Geologist: William Fretwell

RECEIVED
STATE HWY ENGR
FEB 28 '77
REFER TO
FOR

01-125-1987

1484

Form FHWA 121 (Rev. 5-73)

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem, Oregon 97308

DATE: February 23, 1977

In reply refer to: 1041B.2

SUBJECT: Oregon RS-A483(-) Project Assessment
S. Santiam River Bridge
Pleasant Valley Rd.
Linn County

FROM : G. L. Green, Division Administrator

TO : Mr. H. S. Coulter, State Highway Engineer
Salem, Oregon

The subject project assessment submitted with Mr. Rulien's February 15, 1977, letter has been reviewed.

We concur with your finding that the proposed project constitutes a major action requiring the preparation of a negative declaration.

The proposed standards, design and other specific details contained in the assessment will be subject to future reviews at the appropriate stage during the project development.

G. L. Green

cc:
OSHD (Potter)
" (Laux)
" (Region 2, Welsh)

RECEIVED
STATE HWY ENGR
FEB 25 '77
REFER TO
FOR

ON -7-1-1

OREGON STATE HIGHWAY DIVISION
PROJECT ASSESSMENT
(Or Request)

CATEGORY
3 PROJECT

Major - Non Significan

RS-A483(-)
70333

PART 1. GENERAL INFORMATION

A. Project Identification:

Date February 11, 1977

Section S. Santiam River Bridge — Unit (if appl) _____

County Linn — City Sweet Home

Highway Pleasant Valley Rd. FAS A483 — State Hwy. No. County Road 906

Termini: M.P.(if appl) 0.00 - 0.5 — Length 1000 feet +

Region II — Construction Estimate $510,000
Program Amount

B. Purpose of Project:

To replace a deteriorated structure crossing the South Santiam River.

C. Origin & History of Project: The existing bridge was damaged in the 1964 flood and was scheduled for replacement in 1969 but the project was withdrawn from the construction schedule and repaired. Continued deterioration has created excessive maintenance costs and decreased safety factors. A Federal Aid Project request dated January 5, 1977 and a request for Authority to Survey dated January 26, 1977 have been submitted for approval.

D. General Description of Project:

The proposed project is to construct a new structure and approaches. Alternative locations for a bridge replacement site will be evaluated during the preliminary engineering phase.

Alignment: New _____ Existing _____ Combined X

Typical Section: Existing: No. Lanes 2 ; Med. 0 ; Shldrs. 2 ; Parking 0

Proposed: No. Lanes 2 ; Med. ____ ; Shldrs. 2 ; Parking 0

Traffic: Existing Facility: Existing ADT 2600 ; Projected ADT 3600 ; Yr. 1986

Existing Level of Service C

Proposed Facility: Projected ADT 3600 ; Yr. 1986

Projected Level of Service C

Right of Way: Additional anticipated yes (Yes, No); if yes, give approx. No. Parcels 4

Acres 2; Type of Relocation Req. none anticipated No. _____

Materials Source, Borrow, Waste Disposal Requirements, if any:
None anticipated.

Type of Structure(s):
To be determined during the design phase of the project.

Brief Description of River or Stream and Type of Involvement, if any: South Santiam River drains a large area of the westerly side of the Cascade Mountain Range between the North Santiam and Calapooya River drainages, and is tributary to the Willamette River. Stream flow is controlled by Foster Dam. No encroachment on the stream channel is anticipated.

Local City, County or COG priorities of project:

County priority #2.

FHWA and/or OSHD approvals given, if any:

Location or Design Alternatives (identify and describe):
Alternative locations will be considered during the preliminary engineeri study. Alternatives to be considered are: 1. Replace the existing structure at the present location. 2. Construct a new bridge and approaches immediately upstream from the existing structure. 3. Construct a new structure at 18th Street.

Other Descriptive Information or Comments:

Foster Road Bridge approximately four miles easterly of the subject bridge and another bridge approximately four miles westerly crossing the South Santiam near McDowell Creek are the closest alternative routes that could serve the area on the northerly side of the river at Sweet Home.

(Attach project sketch map.)

PART II. ENVIRONMENTAL ASSESSMENT

A. Brief Environmental Setting of Project Area:

1. Natural:

The South Santiam River in the vicinity of the proposed bridge site flows through a well defined channel. The channel floor and steep sides are primarily a basalt rock formation. Vegetation is practically non-existent below the flood water elevations in the channel. Above this elevation a riparian growth of Red alder, black cottonwood and big leaf maple form a dense overstory in undeveloped areas. Wild blackberry and hazelnut are the primary species of the midstory. A sparse understory of shade tolerant plants such as: sword fern, grass and weeds is present.

Wildlife is confined to those species that have adopted to living in an area of mixed developed and undeveloped residential sites. The South Santiam River is considered to be a valuable recreation and fishery resource.

2. Cultural:

Sweet Home, a rural town of 4500 (1976 update) people, lies along the South Santiam River approximately three miles westerly of the Foster Dam. The central business district and major population center is along the southerly side of the river channel. Both the Burlington Northern Railroad and the South Santiam Highway extend through the central section of town in a east-west direction, generally parallelling the river channel. A growing residential area is expanding out from the northerly river bank generally following the pattern of existing county roads.

Timber industries, farming, recreational resources, and light industry contribute to the economic stability of the area.

B. Preliminary Assessment of Environmental Impacts:

1. Consequences and Significance of Right-of-Way Acquisition:
An alternative location for a new structure would require some additional right of way. It is not anticipated that any relocation of individuals or businesses would be required.

2. Estimated Impact on Traffic Patterns:
An alternative of crossing the river at 18th Street would increase traffic on 18th Street and the north side road (FAS 217).

Consequences--Air Quality, Noise, Safety, etc.:

The low volume of traffic increase would not significantly change the ambient air quality or noise levels.

3. Estimated Impact on Land Use:

None anticipated

Consequences:

4. Expected Impact on Natural Ecological Resources:
Depending on alternative chosen, some wildlife habitat may be removed.

Consequences:
The small amount of habitat that may be involved should not have a significant impact on resident and migratory wildlife.

5. Expected Impact on Cultural and Scenic Resources:
A new structure crossing the river at a new location would be an impact on local scenic resources.

Alternatives 2 and 3 will require a cultural resource survey.

Consequences:
The necessary removal of existing vegetation and a structure in a new location would be a significant visual impact for local residents and as seen from the river. Impacts may be minimized by bridge design and removal of the existing structure.

6. Preliminary Identification of Areas of Critical Concern:

The deteriorated condition and safety of the existing structure are the most critical concerns identified.

7. Potential for Controversial Issues:

None anticipated.

8. Potential for Consistency of Proposal With:

a. Clean Air Implementation Plans

b. Noise Standards

A noise study report will be prepared in conjunction with the negative declaration.

c. Water Quality Standards

d. Area Land Use and Transportation Plans, and Zoning

The proposed project is consistant with the above plans and standards.

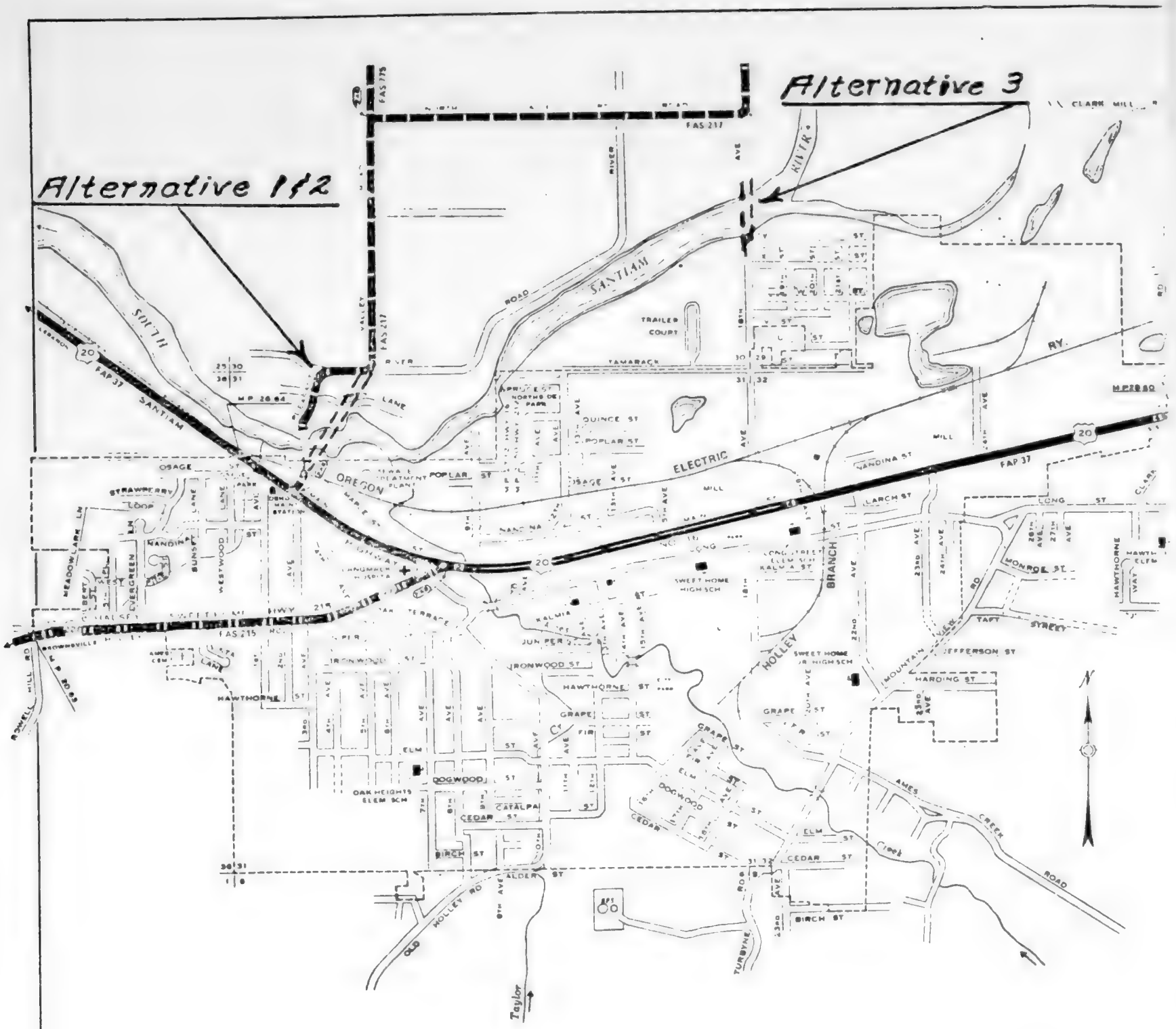
C. Recommended Type of Action and Documentation:

----------X----------MAJOR ACTION---------- ----NON-MAJOR ACTION-----

SIGNIFICANT:	NON-SIGNIFICANT:	
____ D & FEIS	__X__ D & F Neg.Dec.	____ ASSESSMENT ONLY
____ Section 4(f)	____ Section 4(f)	____ STATEWIDE ASSESSMENT

Basis for Type of Action and Documentation:

D. Recommended Project Category: _____ 1 _____ 2 __X__ 3 _____ 4



T13-14S R1W-R1E W.M.

SWEET HOME

LINN COUNTY

PREPARED BY THE
OREGON STATE HIGHWAY DIVISION
IN COOPERATION WITH
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

Population 4,222

Scale in Feet

Revised January 1974

LEGEND

- FEDERAL AID INTERSTATE SYSTEM
- FEDERAL AID PRIMARY SYSTEM
- FEDERAL AID SECONDARY SYSTEM STATE
- FEDERAL AID SECONDARY SYSTEM COUNTY
- FEDERAL AID SECONDARY LOCAL
- TERMINAL OF FAS SYSTEM
- STREET OR STATE HIGHWAY NUMBER

- INTERSTATE NUMBERED ROUTE
- U.S. NUMBERED ROUTE
- STATE NUMBERED ROUTE

- POST OFFICE
- PUBLIC BLDG
- CITY LIMITS
- LIBRARY

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

FILE:

Salem, Oregon

January 26, 1977

FROM: Phillip O. Stearns
REGION FEDERAL AID ENGINEER

TO: Memo to the File

SUBJECT: Region Project Review
Santiam River Bridge
Pleasant Valley Road
FAS A483
Linn County

Region 2 Project Review Team, members present listed below, reviewed the subject proposed project on site, Friday, January 21, 1977.

Site of the proposed new bridge was discussed along with alternatives, including a previous alignment mentioned in Mr. Grafe's transmittal letter. Other items discussed included utilities, right-of-way, citizen participation, and environmental considerations.

The proposed site appears logical but citizen input may influence the final decision. No other problems were identified or anticipated.

Team members present were:

Paul Riedl, Area Engineer, FHWA
Perry Crosley, Right-of-Way Agent
Don Thurston, Assistant Locating Engineer
Eddie Welsh, Environmentalist
James Valentine, Utility Liaison Engineer
Mike Shultz, Project Development Coordinator
Phil Stearns, Federal Aid Engineer
Willis Grafe, Linn County Engineer

POS/elf

Form E-39 (Rev. 9-'1c)

OREGON STATE HIGHWAY DIVISION

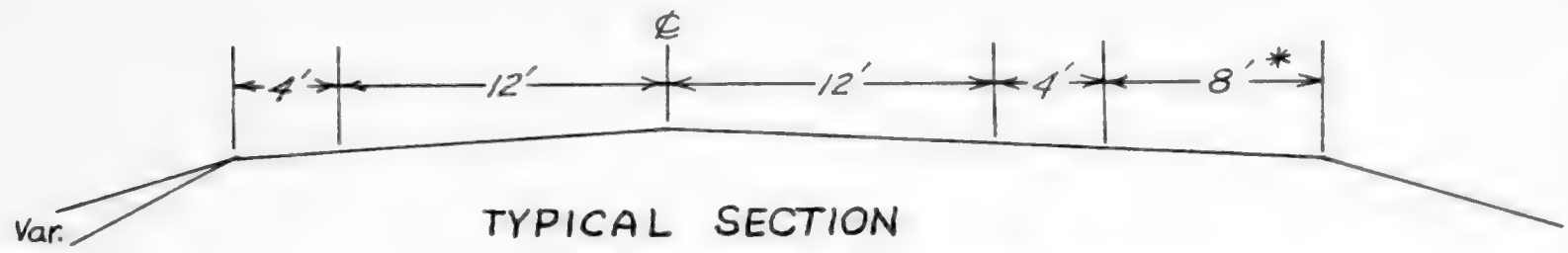
AUTHORITY FOR SURVEY

Section South Santiam Rv. Bridge (Sweet Home) Date January 25, 19 77

Highway Pleasant Valley Road (FA No. ~~A943~~ A483) Authorization No. 1

County Linn Survey Prefix 522-1955 (Assigned by Salem office)

Description of termini, route, length, etc.: The northerly terminus is the intersection of River Rd. (Co. Rd. No. 908). The southerly terminus is the Burlington Northern Railroad Crossing. Lengeth 1000 feet ±.



TYPICAL SECTION

*Location (Lt. or Rt.) of bikepath to be determined during the survey.

Purpose of survey:

Prepare plans, specifications and cost estimate for grading, paving and structure.

RS-483(1)

Estimate of cost:

Field	901	~~20,000~~	8,000
Citizen Participation	902	~~500~~	500
Soils	910	~~2,000~~	1,000
Traffic	911	~~100~~	100
Liaison	913	~~1,000~~	1,000
Utility	914	~~400~~	400
Environmental	923	~~5,000~~	3000
Foundation Expl.	926	~~5,000~~	2000
			~~35,000~~ 16,000

INSTRUCTIONS

Submit four copies to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Regional Engineer and one copy to the Resident Engineer.

This form does not constitute authority for making survey until approved and returned.

Submit separate order for each survey.

Total estimated cost of survey . . . . . $ ~~35,000~~

Previous authorization . . . . . .

Additional authorization requested . . . . . .

Additional authorization approved (Salem) . . . . . .

Total all authorizations approved (Salem) . . . . . .

Requests made by:

Don Thurston
Field Engineer
for Keats Oliver

Recommended for Approval:

John W. Shuldberg
Regional Engineer

Recommended for Approval:

H. Bruce E. Rupp
Location Engineer

Approved:

Deputy E. J. Johnston
Assistant State Highway Engineer

SP*23604-734

PE APP'D. 7-25-77

N F.A.

BEN GIFFORD

FEDERAL AID PROJECT REQUEST

Date Jan 5, 1977

Applicant Agency Linn County
Request for: Off-System ____, FAS-C X, FAUS ____ Project
Federal Aid Route No. 217 Route Name Pleasant Valley Road
Project Name South Santiam River Bridge (Sweet Home)

Project Length 1000' ± Project Location (Attach sketch map)
Project Description Grading, paving of approaches and construction of a bridge across the South Santiam River westerly of Sweet Home.

Average Daily Traffic 2600 Design Speed 50

	1977	1997
ADT	2800	4200
DHV	300	440

Complete Applicable Sections:

I. ROADWAY DATA

1. Existing Roadway: (Attach sketch)

Width 24-28 Travel Lanes 10 Shoulders 2' - 4'
Medians -- Parking --
Sidewalks None, gravel shoulders
Remarks Rural section of roadway. All roadway inside project limits to be realigned

2. Desired Roadway Cross Section: (Attach sketch)

Width 32 Travel Lanes 12 Shoulders 4
Medians -- Parking --
Curbed -- Length Curb Radii --
Sidewalk/Bikeway 8
Remarks Bikeway one side adjacent to shoulder. Sidewalk only one side of Bridge, protected by rail.

II. RIGHT-OF-WAY DATA

1. Existing Right-of-Way:

General Width 60 Minimum 60 Maximum 80

2. Has right-of-way been acquired for this project subsequent to January 2, 1971?
Yes ____ No X

3. Will additional right-of-way be needed? Yes X No ____
If answer is "yes," will cost of right-of-way be subject to Federal reimbursement? Yes X No ____
Remarks State requested to acquire R/W as part of project (ultimately)

III. TRAFFIC CONTROL DATA

1. Existing Signalization and Location:

None

Hopkins
Herwell
Holmes
Prange
Unrein

RECEIVED
JAN 27 1977
COUNTY
CITY
UNIT

Requires Reply ☐
Requires Approval ☐
Receiver Keep ☐
Do not File ☐
Return To
Bring Up
Other

2. Proposed Signalization:

Location None

Type

Phases

Type of Suspension

Interconnected

Remarks

3. Permanent Signing:

Include in project or by applicant? Include

4. Permanent Striping:

Include in project or by applicant? By applicant

IV. ILLUMINATION DATA

1. Existing Illumination and Location:

None

2. Proposed Illumination:

Location None

Type

Remarks

V. STRUCTURE DATA

1. Existing Structure:

Location T. 13 S., R. 1 E., Sec. 31 - Across South Santiam River, West of Sweet Home

Type Underslung steel truss, timber deck.

Approach Roadway Width 20 + 4 Shoulder Width 2

Length 275 Width 25

To remain in place? No

2. Proposed Structure:

Location Adjacent to existing structure

Approximate Size: Length 400 Width 32 + sidewalk

Are sidewalk/bikeways desired: Yes. walkway/bikeway

Are any utilities to be attached to structure? future only

Are provisions for illumination desired? No

Are there any unusual or complicating conditions? No

Remarks

VI. RAILROAD DATA

1. Are there any railroad crossings? Yes X No

Name of Railroad Burlington Northern
Existing Crossing Protection Automatic flashing lights

2. Will existing railroad crossing be altered? Not significantly, may be not at all.

Remarks

VII. ACTION PLAN REQUIREMENTS

During project development for Category 1, 2, and 3 projects, the city or county shall perform and document responsibilities as found indexed in the Oregon Action Plan, particularly Citizen Involvement and Participation; Environmental Aspects; and Public Hearing Requirements.

The OSHD Region Engineer will provide assistance, liaison and monitoring for these activities.

Responsible local office and party to be contacted for the following activities:

1. Citizen Involvement — Linn County Engineer Office
2. Environmental — Linn County Engineer Office
3. Public Hearing — Linn County Engineer Office

Remarks

VIII. GENERAL INFORMATION

1. Project preliminary engineering to be performed by:

Applicant ____ State X Consultant ____

2. Project construction engineering to be performed by:

Applicant_____ State* X_____ Consultant_____

3. Will applicant perform any work prior to or after award of contract?
Yes_____ No X_____
If "yes," describe briefly:_____

4. Applicant's estimate of cost for requested project:

Roadway Work	$ 80,000.00
Right-of-way costs (if participating)	6,000.00
Traffic control	
Illumination	
Structures	400,000.00
Railroad	4,000.00
Other_____	
Preliminary engineering	(20,000.00)
PROJECT TOTAL	$ 510,000.00

Remarks *This application for P.E. only at this time. Some field and office design has already been done and should be in State files.

THIS APPLICATION IS AN OFFICIAL REQUEST FROM:

CITY OF _____ and/or Linn COUNTY

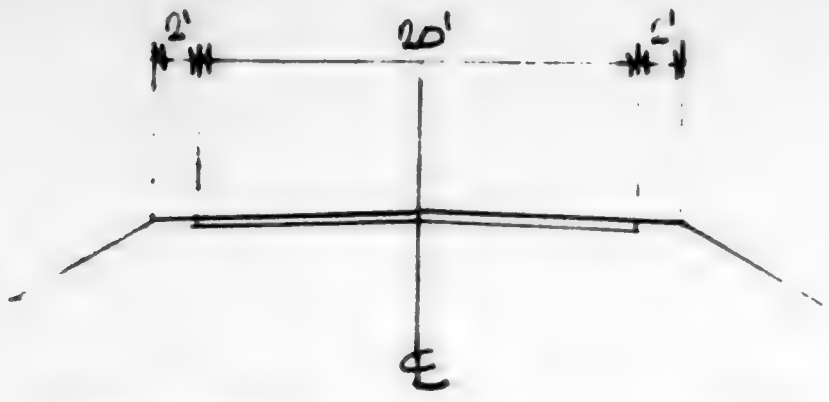
By _____ By Vernon Schrock

By _____ By Tom L. Timm

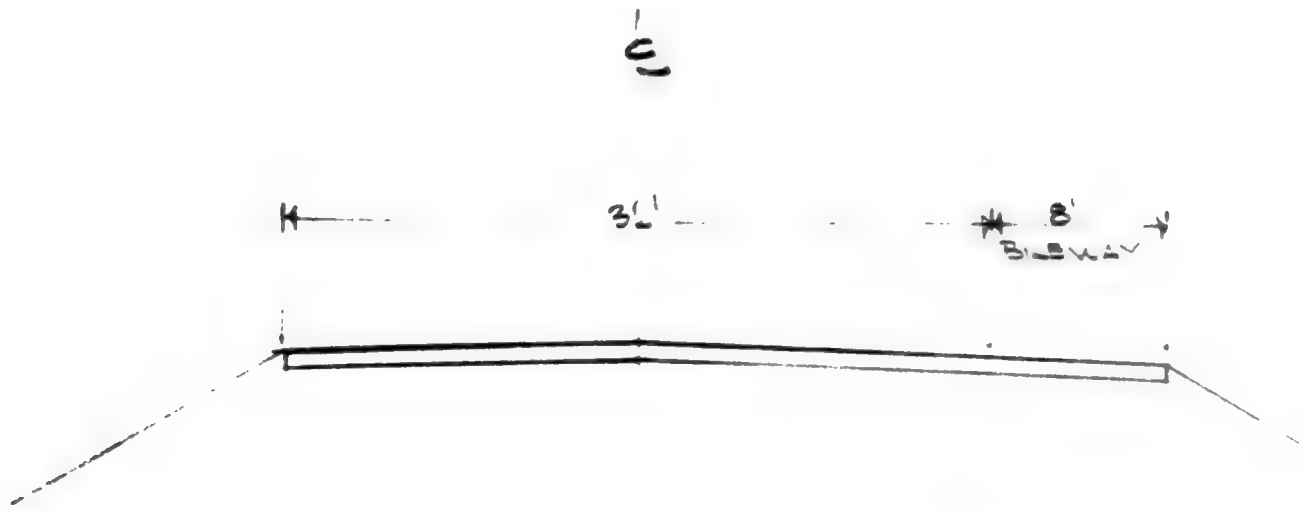
By Mary Keenan

PLEASANT VALLEY BRIDGE SECTION

FAS. 775 COUNTY ROAD #906 T135; R18; SEC. 31



EXISTING TYPICAL SECTION



DESIRED TYPICAL SECTION

PLEASANT VALLEY BRIDGE

F.A.S. No. 775
T.13S; R.1E; SEC. 31

730-347
730-394
729-331
749-483
904-584
927-002
BRIDGE LOCATION
906-005
U.S. 20
SWEET HOME
922-167
HWY 228
756-022
HOLLEY
756-094
756-074
757-001

Office Of

LINN COUNTY ENGINEER
3010 Ferry Street
ALBANY, OREGON 97321

Phone 926-9451

NEAL D. MICHAEL
Roadmaster

WILLIS R. GRAFE, P.E.
County Engineer

January 5, 1977

Phillip O. Stearns
Region Federal Aid Engr.
Oregon State Highway Division
Region 2
2960 E. State Street
Salem, Oregon 97310

REGION 2 ENGINEER
RECEIVED
JAN 07 1977
RE RCE RME RTE ROE
ULE GEO RSO ROC RFE

Dear Mr. Stearns:

Attached you will find an FAS-C application and project assessment for a bridge across, the South Santiam River westerly of Sweet Home on FAS route 217, Pleasant Valley Road, County Road #906.

This project was previously submitted on June 16, 1969, approved by the Highway Commission July 8, 1969, and withdrawn by Linn County on April 22, 1970.

The structure was repaired and modified in 1970, but is now in need of replacement.

Under the original approval, the project progressed to the public hearing stage and incurred significant engineering costs which were reimbursed by the county. For this reason we believe there must be a significant amount of field and office design data available for use somewhere in your files.

At this time we are requesting only the preliminary engineering of the project be performed, after which we will be better able to determine a schedule for financing of construction.

We will appreciate the opportunity to review the existing data with Highway Division personnel at an appropriate time in order to avoid any possible misunderstandings or misconceptions regarding the scope of the project.

Very truly yours,

Willis R. Grafe
Linn County Engineer

WRG:bt
Attached

1982 Vail Ck.-Nylund Rd. Sec. of the Santiam Hwy. (Grading and Paving) 9485

For previous corresp. on Vail Cr. -
Sweet Home Sec. - See CON 21-4-
Santiam -
SP.
('82)

RR 1098 6-11-82

jc cc: OSHD (Ruli[illegible])

STATE COPY

U.S. Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

REGION NO.	REPORT NO.	COUNTY	DIVISION
10	3	Linn	Oregon

DATE OF REPORT	REPORT MADE BY	PROJECT NO.
6/29/87	D. B. Carter, Area Engineer	F-21-2(11)

COMPLETION DATE (Actual)	ACCEPTANCE DATE BY CONRTACT AGENCY	TIME ELAPSED	CONTRACT TIME
8/20/83	7/25/85	330/329 + 100 %	280 C.W.D. + 49 day extension

LOCATION: Beginning approximately 2.5 miles SE of Lebanon on the Santiam Highway, Linn County, Oregon

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)
A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

VAIL CREEK - NYLUND ROAD
SANTIAM HIGHWAY
Grading, Drainage & Paving

This project provided for the widening of a 2 lane facility to a 4 lane section with a continuous 14 foot paved median.

The final cost of the original contract bid items was $2,227,539.16, or a 11.9 percent overrun of the contract bid amount of $1,990,548.30. The final cost of the project, including engineering and all changes, was $2,890,382.16. A statement of overruns and underruns is attached to the Division Office copy of this report.

The contract provided 280 calendar workdays for the completion of the project. The contractor used 330 calendar workdays. The contractor requested a time extension and was granted 10 days for work performed under Price Agreemen No. 2 and 39 days due to utility adjustment delay, for a total of 49 additional calendar days. The adjusted contract time for the project is 329 calendar days. The 39 calendar day portion of the time adjustment is nonparticipating.

All participating work has been completed. All project signing and striping is complete.

A final inspection of the completed work was held on May 16, 1985.

- DBC -

RECEIVED
STATE HWY ENGR
JUL 7 '87
REFER TO
Erickson
FOR

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE: David B Carter		SIGNATURE: [signature]	
TITLE: Area Engineer	DATE: 7/2/87	TITLE: District Engineer	DATE: 7/2/87

FORM FHWA 1446B PREVIOUS EDITIONS MAY BE USED.

NEIL GOLDSCHMIDT
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
CONSTRUCTION SECTION
1158 CHEMEKETA ST. NE, SALEM, OREGON 97310
PHONE: (503) 378-6318

RECEIVED
STATE HWY ENGR
APR 6 '87
REFER TO
FOR
Info | Invest | R/D | D/R | Sign | Act | File

April 3, 1987

In Reply Refer to File No.:
CON
9485
9893
10073
9669

Mr. John Compton
J. C. Compton Co.
P. O. Box 768
McMinnville, OR 97128

Re: Status of Projects

Recently, while discussing other matters with Mr. E. S. Hunter, you inquired of the status of four (4) projects constructed by your company.

This is the status as of March 30, 1987:

1. Contract No. 9485 - Vail Creek-Nylund Road - The final voucher on this project was forwarded to you on approximately March 14, 1987, by the Accounting Section. The final voucher is a billing for approximately $17,612 reflecting an overpayment during the construction of the project.

2. Contract No. 9893 - Langdon Lake-Blue Mountain Summit - We have been advised by the Accounting Section that the final voucher for this project will probably be forwarded to you today. This also will be in the form of a billing reflecting a $31,013 overpayment to you on the asphalt escalation item during construction of the project.

3. Contract No. 10073 - 17th St.-Edmunston St. (McMinnville) - The final estimate for this project was forwarded to the Accounting Section for payment on March 24, 1987. You should be receiving it shortly.

4. Contract No. 9669 - Sandy River-Mitchell Point - This project is being held pending receipt of the PR-47 from you.

We apologize for the delay in providing you this information. We also request your cooperation in furnishing the required documentation for the Sandy River-Mitchell Point project.

O. B. Jackmond
Contract Administration Engineer

OBJ:GH:mk

bc: E. S. Hunter
W. E. Schwartz
Bruce Walton

04031m

December 19, 1985

CON 5
#9485

United Pacific Insurance Co.
Bond Department
33405 - 8th Ave. So. C-3000
Federal Way, WA 98003

On August 6, 1985, we wrote to you concerning release of final payment on Contract No. 9485 awarded to J. C. Compton Company for work on Vail Creek-Nylund Road Section of the Santiam Highway in Linn County.

The total contract amount is $2,503,996.64, including $21,167.42 for work performed under force account.

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

clb

cc: J. C. Compton Company
P.O. Box 768
McMinnville, OR 97128

bc: C.O. Fredrickson
Walt Hart
Bill Anhorn

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

DATE: June 29, 1984

TO: Dale E. Wilken, Division Administrator
Federal Highway Administration

FROM: for C. O. Fredrickson, P.E., P.L.S.
Construction Engineer

SUBJECT: Request Contract Acceptance
Federal-aid Project No. F-21-2(11)

Contract 9485, Work Completed August 20, 1983

Project Vail Cr.-Nyland Rd.

Highway Santiam

County Linn

We request that your office return a signed copy of this letter indicating acceptance or list conditions which would prevent your final acceptance of the contract work.

Acceptance Date May 16, 1985

for Dale E. Wilken
Division Administrator

RECEIVED
STATE HWY ENGR
JUL 18 '85
REFER TO
FOR
Info | Inves. | R/D | D.R | Sign | Act | File

RDC:mk

cc: H. S. Coulter
C. O. Fredrickson
D. O. Christensen
B. M. Walton

NOTED
H.S.COULTER

CE ___ CAE ___ RECEIVED LS ___ TC ___
COE ___ OM ___ SA ___ CC ___
OE ___ JUL 16 1985 FE ___ CP ___
CA ___ PQC ___
CAM ___ CONSTRUCTION QCS ___
EEO ___ SECTION FILE ___

9485

TO BE COMPLETED BY FHWA			
MONTHLY TRANSACTION NUMBER 7-2221	U.S. Department of Transportation **Federal Highway Administration**	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** 7-25-84	Form Approved; O M B No. 04-R2089
PROJECT REPORT NUMBER			State: Oregon
MODIFICATION NUMBER: 4			County: Linn
			Project Number: F-21-2(11)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on June 18, 19 82, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 2,862,000	$ 2,872,508
Federal funds	$ 2,523,711	$ 2,532,977
Other revisions		

This modification is made for the following reasons: to include increased construction costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 25th day of July, 19 84.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By _____

for Manager, Program Section
(Title)

XXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON JULY 23, 1984

FEDERAL AID PROJECT NO. F-21-2(11)

VAIL CREEK-NYLUND ROAD SECTION
SANTIAM HIGHWAY
LINN COUNTY

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE 1000
ROADWAY (STA. 1023+15 TO STA. 1180+00)
(4-LANE)

ITEM	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT
Flagmen	$ 20.00	2,500	$50,000.00	2,719.5	$ 55,830.00
Extra for Pavement Removal	.50	11,000	5,500.00	20,357	10,178.50
		Subtotals	$55,500.00		$ 66,008.50

Increase	$ 10,508.50
Subtotal of Previous Estimate of July 28, 1983	2,581,197.30
Subtotal	$2,591,705.80
Engineering	280,802.20
Total	$2,872,508.00

Length of Roadway — 2.876 mi.

Cost of Roadway Per Mile — $ 998,785.81

Federal Funds (88.18%)	$2,532,977.0
State Funds	339,531.00
Total	$2,872,508.00

Group 1 100%
Contract No. 9485
Prefix: 22-1993
Prefix: 22-1012

WH:bkb

1455

TO BE COMPLETED BY FHWA	U.S. Department of Transportation Federal Highway Administration	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 5-44			State OREGON
PROJECT REPORT NUMBER			County LINN
MODIFICATION NUMBER 3		5-7-84	Project Number F-21-2(11)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on June 18 ,19 82 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 2,847,000.00	$ 2,862,000.00
Federal funds	$ 2,510,484.00	$ 2,523,711.00
Other revisions		

This modification is made for the following reasons: To include increase in construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 7th day of May ,19 84 .

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By [signature]

Manager, Program Section
(Title)

By For: H. S. Coulter
XX

State Highway Engineer
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By [signature]
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

Gen Files

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON APRIL 24, 1984

FEDERAL AID PROJECT NO. F-21-2(11)

VAIL CREEK-NYLUND ROAD SECTION
SANTIAM HIGHWAY
LINN COUNTY

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE I0000
ROADWAY (Sta. 1023+15 to Sta. 1180+00)(4-LANE)

Subtotal of previous estimate of June 10, 1982		$2,581,197.30
	SUBTOTAL	$2,581,197.30
	Engineering	280,802.70
	TOTAL	$2,862,000.00

Length of Roadway ----------	2.876 mi.
Cost of Roadway Per Mile --------	$989,916.55

Federal Funds (88.18%) ----------	$2,523,711.00
State Funds ----------	333,289.00
TOTAL	$2,862,000.00

Group 1: 100%
Contract No. 9485
Prefix: 22-1993
Prefix: 22-1012

RHZ:pf

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State
MONTHLY TRANSACTION NUMBER 2-184		Oregon
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Linn
MODIFICATION NUMBER 2		Project Number F-21-2(11)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on June 18 , 19 82 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 2,839,759	$ 2,847,000
Federal funds	$ 2,504,099	$ 2,510,484
Other revisions		

This modification is made for the following reasons: to include increase in construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 24th day of February , 1984 .

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By _____

Manager, Program Section
(Title)

XXX By For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Gen. Files

Oregon State Highway Division
Salem, Oregon February 15, 1984

Federal-Aid Project No. F-21-2(11)

Vail Creek-Nylund Road Section
Santiam Highway
Linn County

REVISED PROJECT AGREEMENT ESTIMATE

Type Code I0000
Roadway (Sta. I023+15 to Sta. 1180+00)(4-Lane)

Subtotal of previous estimate of June 10, 1982		$ 2,581,197.30
	Subtotal	$ 2,581,197.30
	Engineering	265,802.70
	Total	$ 2,847,000.00

Length of Roadway	2.876 mi.
Cost of Roadway Per Mile	$ 989,916.55

Federal Funds (88.18%)	$ 2,510,484.00
State Funds	336,516.00
Total	$ 2,847,000.00

Group 1 100%
Contract No. 9485
Prefix: 22-1993
Prefix: 22-1012

RHZ:bkb

JOINT COPY

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State
MONTHLY TRANSACTION NUMBER 8-93		Oregon
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Linn
MODIFICATION NUMBER 1		Project Number F-21-2(11)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on June 18, 19 82, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 2,327,050.00	$ 2,839,759.00
Federal funds	$ 2,051,992.00	$ 2,504,099.00
Other revisions		

This modification is made for the following reasons: to include increase in construction costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 19th day of August, 1983.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By _____

Manager, Program Section
(Title)

~~By~~ XXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

c. file

Oregon State Highway Division
Salem, Oregon July 28, 1983

Federal-Aid Project No. F-21-2(11)

Vail Creek-Nylund Road Section
Santiam Highway
Linn County

REVISED PROJECT AGREEMENT ESTIMATE

Type Code I000
Roadway (Sta. 1023+15 to Sta. 1180+00)(4-Lane)

Subtotal of previous estimate of June 10, 1982			$ 2,068,488.30

Previous Estimate

Temporary Striping	5,100 Lin. Ft.	1.00	$ 5,100.00
Stripe Removal	1,400 Lin. Ft.	1.50	2,100.00
Ditch Excavation	70 Cu. Yd.	11.00	770.00
Cement Treated Base	72,000 Ton	6.00	432,000.00
Class "B" Asphalt Conc. Mix	31,000 Ton	11.00	341,000.00
Class "C" Asphalt Conc. Mix	1,600 Ton	11.00	17,600.00
Asphalt Cement in Mix	1,960 Ton	168.50	330,260.00
Portland Cement in CTB	3,960 Ton	73.25	290,070.00
			$ 1,418,900.00

Revised Estimate

Temporary Striping	106,204 Lin. Ft.	1.00	$ 106,204.00
Stripe Removal	64,258 Lin. Ft.	1.50	96,387.00
Ditch Excavation	332 Cu. Yd.	11.00	3,652.00
Cement Treated Base	77,110 Ton	6.00	462,660.00
Class "B" Asphalt Conc. Mix	33,310 Ton	11.00	366,410.00
Class "C" Asphalt Conc. Mix	2,725 Ton	11.00	29,975.00
Asphalt Cement in Mix	2,166 Ton	168.50	364,971.00

Portland Cement in CTB	4,240 Ton	73.25	310,580.00
Imported Embankment Material (P.A. #2)	14,375 Cu. Yd.	6.00	86,250.00
Subexc Unstable Material (P.A. #2)	12,110 Cu. Yd.	5.50	66,605.00
Imported Backfill Material (P.A. #2)	7,583 Cu. Yd.	5.00	37,915.00
			$ 1,931,609.00

Increase	$ 512,709.00
Subtotal	$ 2,581,197.30
Engineering	258,561.70
Total	$ 2,839,759.00

Length of Roadway	2.876 mi.
Cost of Roadway Per Mile	$ 987,398.81

Federal Funds	$ 2,504,099.00
State Funds	335,660.00
Total	$ 2,839,759.00

Group 1	100%
Contract No.	9485
Prefix:	22-1993
Prefix: __	22-1012

STATE COPY OMB No. 04-R2089

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NO.	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State: Oregon County: Linn Project No.: F-21-2(11)

FEDERAL-AID PROJECT AGREEMENT

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

Vail Creek - Nyland Road

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	7-5-82	2.876
OTHER *(Specify)*		

FUNDS PRO RATA 88.18%

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 2,327,050.00	$ 2,051,992.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By _____

Program Management Engineer
(Title)

XXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Date executed by Division Administrator JUN

Form PR-2 (Rev. 10 75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control

Oregon State Highway Division
Salem, Oregon June 10, 1982

Federal-Aid Project
No. F-21-2(11)

Vail Creek-Nylund Road Section
Santiam Highway
Linn County

PROJECT AGREEMENT ESTIMATE

Type Code I000
Roadway (Sta. 1023+15 to Sta. 1180+00)(4-Lane)

Furnishing Field Laboratory	1 Each	2,500.00	$	2,000.00
Mobilization		All Required		77,000.00
Temporary Protection and Direction of Traffic		All Required		5,000.00
Temporary Signs	275 Sq. Ft.	15.00		4,125.00
Temporary Barricades	27 Each	45.00		1,215.00
Temporary Plastic Safety Markers	60 Each	38.00		2,280.00
Temporary Striping	5,100 Lin. Ft.	1.00		5,100.00
Stripe Removal	1,400 Lin. Ft.	1.50		2,100.00
Flagmen	2,500 Hour	20.00		50,000.00
Clearing and Grubbing		All Required		46,670.00
Removal of Structures and Obstructions		All Required		20,000.00
Extra for Pavement Removal	11,000 Sq. Yd.	0.50		5,500.00
Ditch Excavation	70 Cu. Yd.	11.00		770.00
General Excavation	46,077 Cu. Yd.	1.90		87,546.30
Trench Excavation	1,252 Cu. Yd.	5.00		6,260.00
Finishing Roadbed and Slopes		All Required		3,000.00
Watering	360 M-Gal.	20.00		7,200.00
Aggregate Shoulders	9,800 Ton	6.00		58,800.00
Cement Treated Base Mixture	72,000 Ton	6.00		432,000.00
Portland Cement in CTB Mixture	3,960 Ton	73.25		290,070.00
Asphalt in Seal	138 Ton	203.50		28,083.00
Class "B" Asphalt Concrete Mixture	31,000 Ton	11.00		341,000.00
Class "C" Asphalt Concrete Mixture in Leveling	1,600 Ton	11.00		17,600.00
Asphalt Cement in Mixture	1,960 Ton	168.50		330,260.00
Asphalt in Tack Coat	29 Ton	200.00		5,800.00

Concrete in Box Culvert Extensions		All Required	60,000.00
Reinforcement in Box Culvert Extensions		All Required	17,500.00
12-inch Culvert Pipe	1,160 Lin. Ft.	12.50	14,500.00
18-inch Culvert Pipe	831 Lin. Ft.	22.00	18,282.00
24-inch Culvert Pipe	500 Lin. Ft.	25.00	12,500.00
Guard Rail, Type 1	38 Lin. Ft.	9.00	342.00
Guard Rail, Type 2A	400 Lin. Ft.	12.00	4,800.00
Guard Rail Anchors, Type 1	4 Each	300.00	1,200.00
Rail End Pieces, Type C	6 Each	80.00	480.00
Extra for Asphalt Approaches	49 Each	190.00	9,310.00
Paved Culvert End Slopes	262 Sq. Ft.	7.00	1,834.00
Delineators, Type 2	90 Each	17.00	1,530.00
Delineators, Type 3	30 Each	22.00	660.00
Delineators, Type 4	8 Each	12.00	96.00
Removal of Existing Sign Installations		All Required	1,000.00
Wood Sign Posts		All Required	2,200.00
Type "C" and "D" Signs in Place	254 Sq. Ft.	6.50	1,651.00
Type "EE" Signs in Place	25 Sq. Ft.	8.00	200.00
Type "T" Signs in Place	30 Sq. Ft.	12.00	360.00
Type "U" Signs in Place	72 Sq. Ft.	12.00	864.00
Move, and Reinstall Existing Signs		All Required	4,100.00
Roadside Seeding and Mulching	8 Acre	600.00	4,800.00
			$1,987,588.30

Anticipated Items

Railroad Protective Cost	All Required	$ 25,000.00
Permanent Pavement Striping	All Required	3,000.00
Asphalt Cement Adjustment	All Required	50,000.00
On-the-job Trainees (1-1000 hrs. @ $0.80)	All Required	800.00
Bikeway Signs	All Required	100.00
Bikeway Striping & Legend	All Required	2,000.00
		$ 80,900.00
	SUBTOTAL	$2,068,488.30
	Engineering	258,561.70
	TOTAL	$2,327,050.00

Work Retained in Program Status
(not included in amounts below)

Work by Railroad Forces	All Required	$ 15,000.00
Temporary Continuous Rail Traffic Barrier, Reflectorized	All Required	4,000.00

Length of Roadway ---------- 2.876 miles
Cost of Roadway Per Mile----------$809,127.26

Federal Funds (88.18%)----------	$2,051,992.00
State Funds ----------	275,058.00
TOTAL	$2,327,050.00

Group 1	100%	Group 8	00%
Contract No.	9485		
Prefix:	22-1993 (PE)		
Prefix:	22-1012 (Const.)		

Vale Creek-Nylund Road Section
(Nonparticipating - State Work)

Furnish and Installing Mailbox Posts	37 Each	80.00	$	2,960.00
State Responsibility for Damages		All Required		1,000.00

FINAL REPORT

FORM 81-734-3001

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: Vail Creek-Nylund Road Section		WEEK ENDING: May 5, 1984
		SECTION PREFIX: 22-1012
HIGHWAY: Santiam		COUNTY: Linn
NAME OF JOB: Vail Creek-Nylund Road Section	KIND OF WORK: grading and paving	
CONTRACTOR: J C Compton Co.	CONTRACT NUMBER: 9485	FEDERAL AID PROJECT NUMBER: F-21-2(11)
DATE OF CONTRACT: 6/4/82	DATE WORK STARTED: June 11, 1982	ESTIMATED COMPLETION DATE: May 1, 1984
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION:	SPECIFIED WORK DAYS: work / SPECIFIED CALENDAR DAYS: 329	WORK DAYS USED / CALENDAR DAYS USED: 330
	SPECIFIED COMPLETION DATE	PERCENT OF TIME ELAPSED: 100
PROJECT AUTHORIZATION: $ 2,352,879		PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
EXCLUSIVE OF ENGINEERING: $ 2,185,563	ENGINEERING AUTHORIZATION: $ 320,000	
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 2,573,398	ENGINEERING COST TO DATE: $ 320,000	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100
ESTIMATED PERCENT ~~OVERRUN~~ UNDERRUN: 3 %	PERCENT OF AUTHORIZATION: 100 %	DATE PROJECT WAS COMPLETED: August 20, 1983

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	~~SURFACE~~ PAVE.	MAT'L. PROD		
			GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT			2.9	2.9			2.9
MILES PARTIALLY COMPLETED							
MILES COMPLETED							
TOTAL ESTIMATED QUANTITIES (CONTRACT)			46,077	81,800			32,600
TOTAL QUANTITIES CORRECTED TO DATE							
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE							
AVERAGE DAILY QUANTITIES this week							
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME							
NUMBER OF SHIFTS PER DAY							
HOURS PER SHIFT							

EQUIPMENT USED DURING THE WEEK: dozer___, loader___, blade___, scraper___, backhoe___, roller___, paver___, crane___ dump truck___, belly dumps___, water wagon___, broom___, pkup___, flat bed___, tack cart___, compressor___, jack hammer___,

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY				
SATURDAY				

RECEIVED
MAY 7 1984
CONSTRUCTION

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Third notification was issued April 30, 1984.

Next week:

SIGNED J M Martin LOCATION Albany

J M Martin, Project Manager

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED SUBMIT 3 COPIES

SP-F216

DATE: March 12, 1984

TO: Oregon Transportation Commission CON

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
Vail Creek-Nylund Road Section
Santiam Highway, Linn County
Contract No. 9485

This federal-aid grading and paving project has been completed and it is now apparent that the final cost will exceed the project authorization by $211,000 or 7.9 percent. An earlier increase was approved at the meeting on March 15, 1983 based on an extreme increase of stripe removal and temporary striping work, and on the need to excavate unsuitable subgrade material.

Although substantial increases of stripe removal and temporary striping work were anticipated in the previous request for increase in project authorization, the final cost of these items exceeds those estimates by $40,000. It was necessary to perform this work in order to safely handle traffic.

Cement treated base material was placed to extra depth at several locations on the project in order to correct unstable subgrade conditions. Extra width was required in shoulder areas in order to obtain adequate compaction, and some cement treated base material was used to reduce the required depth of asphalt concrete paving. The additional quantities of this work added approximately $90,400 to the cost of the project.

The balance of the overrun consists primarily of construction engineering costs. The contractor initially scheduled operations so as to complete the project in 1982. The Project Manager geared up with extra personnel and staked the project to accommodate this schedule. When the contractor failed to complete the project as planned, much of the layout work was lost and had to be duplicated, resulting in additional engineering costs.

There are sufficient funds available in the category of work and all the increase is eligible for federal participation.

I recommend that the authorization be increased by $211,000 to a new total of $2,887,879.33. This matter will be on the consent calendar for the Marching 20 meeting.

HHP:mk s1

bc Fred D. Miller
R. W. Gormsen
C. O. Fredrickson
V. E. Skoog
D. O. Christensen
George Bell

STATE OF OREGON
Highway Construction 378-6318

INTEROFFICE MEMO
FILE: CON 5

TO: W. E. Schwartz
Ass't. State Highway Engineer

DATE: March 7, 1984

FROM: O. B. Jackmond, P.E., P.L.S.
Contract Administration Engineer

SUBJECT: Request for Increase in Project Authorization
Vail Creek-Nylund Road Section
Santiam Highway, Linn County
Contract No. 9485

This federal aid grading and paving project has been completed and it is now apparent that the final cost will exceed the project authorization by $211,000.00 or 7.9 percent. An earlier increase was approved at the meeting on March 15, 1983 based on an extreme increase of stripe removal and temporary striping work, and on the need to excavate unsuitable subgrade material.

Although substantial increases of stripe removal and temporary striping work were anticipated in the previous request for increase in project authorization, the final cost of these items exceeded those estimates by $48,000. It was necessary to perform this work in order to safely handle traffic.

Cement treated base material was placed to extra depth at several locations on the project in order to correct unstable subgrade conditions. Extra width was required in shoulder areas in order to obtain adequate compaction, and some cement treated base material was used to reduce the required depth of asphalt concrete paving. The additional quantities of this work added approximately $90,400 to the cost of the project.

The balance of the overrun consists primarily of construction engineering costs. The contractor initially scheduled operations so as to complete the project in 1982. The Project Manager geared up with extra personnel and staked the project to accommodate this schedule. When the contractor failed to complete the project as planned, much of the layout work was lost and had to be duplicated, resulting in additional engineering costs.

There are sufficient funds available in the category of work and all the increase is eligible for federal participation.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $211,000.00. Also attached is a copy of the Expected Overrun of Project Authorization form.

OBJ:HHP:mk

Attach.

cc: D. O. Christensen
W. F. Cobine
R. D. Church
Jack Martin

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
MAR 9 '84
REFER TO
FOR
Info | Invest | R/D | D R | Sign | Act | File

81-125-1387

RECEIVED
STATE HWY ENGR
NOV 1 '83
REFER TO
FOR
Info Invest R/D D/R Insp Lgt Sec

REGION 2 ENGINEER
RECEIVED
NOV 1 0 1983
RE TE ULE GEO HYD ENV HPE

30966 Santiam Highway
Lebanon, OR 97355

October 28, 1983

NOTED
W. E. SCHWARTZ

State of Oregon
Division of Highways
Salem, Oregon

Attention: Supervisor
Vail Creek Road Improvement Project

Gentlemen:

I wish to make a request to have my mail box moved. When they replaced the mail boxes after completion of the widening of Highway 20, they placed mine ten feet from the edge of the driveway. This was done about 8:00 A.M. when I was still asleep, so I had no idea where they were putting it.

I talked to the man who marked the placement of the mail box and his reasoning for having placed it where he did was that he didn't want anyone coming in the driveway and knocking over the box. I have lived here 14 years, the mail box was always at the edge of the driveway and no one ever knocked it over. This gentleman promised me that when he had time he would come back and move the box, but to date he has not done so, and I do not believe he intends to do so, as he lives in Eastern Oregon.

I see no reason why I should walk 20 extra feet to and from my mailbox in the pouring down rain this winter, when the box should have been placed on the right side of the driveway, where it can be seen from the house. At present it is on the left side, more than half way to the neighbor's property line, and impossible to see. There are many transients walking along the highway, and mail box thefts have been many.

I would sincerely appreciate it if you would have someone move the mail box to the right side of my driveway at a reasonable distance of about three feet.

Very truly yours,

Judith A. King

RECEIVED
STATE HWY ENGR
NOV 2 '83
REFER TO
Fredricks
FOR
Info Invest R/D D/R Insp Lgt Sec

11-8-83: Told Mrs. King we regretted inconvenience caused her and would take care of the matte within the week.

11-14-83: Called Mrs. King who said the mailbox had been moved and everything was just fine.

JM Martin

cc WE Schwartz - Rote

P & G Simensen Trucking
2514 North Willamette Blvd.
Portland, Oregon 97217

November 3, 1983

General Contractor
Comco Construction
P.O. Box 768
McMinville, Oregon 97128

SUBJECT: Intent to File Claims

The purpose of this letter is to notify you that P & G Simensen Trucking intends to file a claim with your bonding agency, United Pacific Reliance Insurance Co., for unpaid amounts owed to P & G Simensen Trucking from the Sweethome Job F.H.P. 23-1 (2) in the amount of $1,035.00 9485?

Also be notified that P & G Simensen Trucking intends to file a claim with Oregon State Department of Transportation for unpaid amounts owed to P & G Simensen Trucking for the Jewel Junction Job M.P. 23.8 contract #9580 in the amount of $4,146.00 9580

Unless the amounts owed are paid in full by November 14, 1983 with a cashiers or certified check , P & G Simensen Trucking will commence filing the above claims on or after November 16, 1983.

In order to avoid inconvenience to all concerned, please make any action unnecessary by promptly paying the amounts mentioned above.

Yours truly,

Pat Simensen
P & G Simensen Trucking

cc:

Attn: Robert Gormsen
Commissions Services
Or. St. Dept. of Transportation
121 Transportation Building
Salem, Oregon 97310

Attn: Bill McAuliffe
United Pacific Reliance Ins. Co.
825 N.E. Multnomah
Portland, Oregon 97

Attn: Bill Arnez
North Pacific Contruction Corp.
P.O. Box 16740
Portland, Oregon 97216

Attn: Author Eby
Wausau Insurance
9400 S.W. Beaverton Hwy - Suite 300
Beaverton, Oregon 97005

Attn: Ned Steward
Federal Highway Administration
610 East 5th Street
Vancouver, Wasington 98661

RECEIVED
NOV - 7 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

12-8-83
no resp. rec.
as of this
date have.
Not rec'd claims
as indicated above

July 21, 1983

CON

J. C. Compton Company
P. O. Box 768
McMinnville, OR 97128

Time Extension Request
Vail Creek-Nylund Road
Contract No. 9485
FAP No. F-21-2(11)

The supplemental data submitted in support of your request for additional contract time on the above project due to the rainfall experienced on this project during March 1983, has been very carefully reviewed.

We have reviewed rainfall records in the project area for each day for the past several years during the months of March, April and May. Based upon this review, it is determined that measurable rainfall is reasonably predictable in the project vicinity on 20 days in March; 19 days in April; and 14 days in May. The 1983 weather records indicate measurable rainfall on 22 days in March; 13 days in April; and nine days in May.

These data indicate that no additional contract time is warranted due to rainfall during the spring months of 1983. Your request is therefore denied.

W. E. Schwartz, P.E.
Assistant State Highway Engineer
for Operations

RDC:mk st

bc H. S. Coulter
C. T. keasey
C. O. Fredrickson w/att.
Jack Martin w/att.

orm 734-3049 (Rev. 2-79)
REGON DEPARTMENT
F TRANSPORTATION

TABULATION SHEET

SHEET 1 OF 2 SHEETS

Precipitation Study
Vail Creek - Nylund Road
Contract No. 9485

O.B.J.

Days of Rainfall > 0.01 inch [redacted] 1971 thru 1983

Year	March	April	May
1971	20	13	10
1972	20	19	9
1973	20	8	5
1974	20	16	8
1975	18	12	8
1976	18	18	13
1977	17	7	18
1978	11	16	14
1979	13	19	6
1980	14	14	9
1981	15	9	14
1982	16	15	5
1983	22	13	9

Conclusions:

1. Measurable rainfall is deemed to be reasonably predictable on 20 days in March; 19 days in April and 14 days in May.

2. Maximum contract time adjustment for these months in 1983 would be: +2 days in March; −6 days in April; and −5 days in May.

orm 734-3049 (Rev. 2-79)
REGON DEPARTMENT
F TRANSPORTATION

TABULATION SHEET

SHEET 2 OF 2 SHEETS

Precipitation Study
Vail Creek - Nylund Road
Contract No. 9485

Quantity of Rainfall [redacted] 1971 thru 1983 O.B.J.

ear		March		April		May		
971		6.93		4.05		1.89		
1972		4.96		3.79		2.40		
1973		3.50		1.69		1.11		
1974		7.95		1.48		0.90		
1975		4.22		2.20		1.66		
1976		3.66		2.00		1.33		
1977		3.33		0.62		3.76		
1978		1.23		3.50		2.97		
1979		2.17		2.82		2.20		
1980		3.48		3.58		1.53		
1981		3.45		2.06		2.19		
1982		2.81		3.80		0.73		
1983		8.56		2.72		2.12		

Conclusions:

1. The quantity of rainfall deemed "reasonably predictable" is: 6.93" in March; 3.58" in April; and 3.97" in May. The quantity of rainfall in 1983 varied from the "reasonable predictable" by: +1.63" in March; −0.86" in April; and −0.85" in May.

2. These data indicate no basis for contract time adjustment due to the quantity of rainfall during March, April and May, 1983.

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: F-21-2(11)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 20021

2A. COUNTY NAME: Linn

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 5/26/83

8. FEDERAL ROUTE NUMBER: Primary 21

9. STATE ROUTE NUMBER: Primary 16

10. GENERAL LOCATION:

Vail Creek - Nylund Road Section

11. GENERAL DESCRIPTION OF WORK

Modification and relocation of permanent traffic recorder

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- ☒ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the advance authorization date of 5/26/83 as requested in Mr. Keasey's letter of 6/17/83 as being in the public interest for the use of State Forces to proceed with the above work. State Force Order No. 7 is approved for a TEC of $10,000 Federal funds $8,818.

RECEIVED
STATE HWY ENGR
JUN 24 '83
P.O.E.
P.O.E.

14. DATE: 6/22/83

15. SIGNATURE OF APPROVING OFFICIAL

16. TITLE: For Division Administrator

(ADDITIONAL CONDITIONS MAY BE LISTED)

May 2, 1983

J. C. Compton Company
P. O. Box 768
McMinnville, OR 97128

CON

Time Extension Request
Vail Creek-Nylund Road Section
Contract No. 9485
FAP No. F-21-2(11)

Your request for additional contract time in which to complete the above project has been carefully reviewed. A contract time adjustment of the requested additional ten calendar workdays is granted due to work performed under Price Agreement No. 2. A further contract time adjustment of an additional 39 workdays is granted due to utility adjustment delay. Rainfall in the project locale during the month of March was not an "Act of God" as defined in subsection 101.02 of the contract Standard Specifications and the 31 calendar workdays requested for that reason is denied.

The criterion for time extensions due to weather related delays is "reasonably predictable weather" as stated in subsection 108.09 of the contract Standard Specifications. Some wet weather delays to grading and paving operations are "reasonably predictable" during March in the Willamette Valley. "Reasonably predictable" weather conditions are not to be confused with "normal" or "average" conditions, but rather are to be determined on the basis of predictable recurrency over a reasonable time span. We do not have sufficient factual data to determine whether, or to what extent, the rainfall during March was not "reasonably predictable." Should you wish to submit such data, contrasting the "reasonably predictable" March wet weather delays to the actual March wet weather delay incurred, consideration could be given and such request would be evaluated on its merits.

The adjusted contract time for this project is 329 calendar workdays. Should you wish to submit additional data, or to review this matter further, please contact Project Manager Jack Martin.

W. E. Schwartz, P.E.
Assistant State Highway Engineer
for Operations
OBJ:mk st

bc H. S. Coulter
C. T. Keasey
C. O. Fredrickson w/att.
Jack Martin w/att.
FHWA w/att.
Bob Church (Note: The 39 CWD utility delay is FHWA non-

22-1012

STATE OF OREGON
Highway Division - Region 2

INTEROFFICE MEMO
378-2626

TO: C. T. Keasey
CONSTRUCTION ENGINEER

DATE: April 25, 1983

FROM: Gerald W. Wimer
REGION 2 CONSTRUCTION ENGINEER

SUBJECT: Time Extension Request
Vail Cr.-Nylund Rd. Section
Contract 9485

CE CAE FOE OCE SCS EEO — RECEIVED — APR 26 1983 — CONSTRUCTION SECTION — OM CA I C TC FE CP

J. C. Compton Company, by the attached formal request, asks that the specified 280 calendar work days (cwd) be extended 89 cwd to a new total of 369 cwd. However, the three items that they list only add up to 86 cwd.

Project Manager J. M. Martin, in his attached April 19, 1983, analysis and transmittal letter, recommends an extension of 80 cwd. This office cannot agree with such a liberal recommendation.

Utility Conflicts--The utilities on this section, relocated with reasonable expedition, was enhanced by our advancement of funding for the PP&L relocation. The contract was awarded June 4, 1982, with the calendar work day commencing June 19, 1982. The utilities were sufficiently clear for the contractor to resume work August 9, 1982. I would not recommend any time for this particular item.

Imported Embankment--Mr. Martin anticipates using 10,000 cubic yards of imported embankment which, at the 1,000 cubic yards per day production he describes, amounts to 10 cwd, the same as the contractor requests. P.A #2

Act of God--This heading may be inappropriate. True, there were 8.78 inches of rain in March of this year, or an increase of 90 percent and it may have been the fourth wettest in 94 years. However, some other month during the progress of this project may have been the driest month on record. I do not believe this truly an act of God condition and, therefore, do not recommend any time extension for this particular reason.

In summation, this office recommends a 10 cwd extension only.

4-28-83

attch.
GW/rgb

cc: J. M. Martin

W. E. Schwartz -
Recommend a 39 cwd extension (July 1 to Aug. 9) for utility delay. This will be Fitma non-participating.
Recommend a 10 cwd extension for work done under P.A. 2.
Recommend no time for "Act of God." Above normal rain in March, 1983 was not an "Act of God" as defined in contract. Would consider some small amount of time if requested for "reasonably unpredictable weather."

11-125.1387

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: F-21-2(11)
2. STATE PROJECT NO.: See below
2A. COUNTY NAME: Linn

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 20021

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 2/15/83

8. FEDERAL ROUTE NUMBER: Primary 21

9. STATE ROUTE NUMBER: Primary 16

10. GENERAL LOCATION:

Vail Creek - Nylund Road

11. GENERAL DESCRIPTION OF WORK

Perform minor or emergency maintenance during shut-down period

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION -- ADVERTISE FOR RECEIPT OF BIDS
- ☒ CONSTRUCTION PROCEED ON ~~AN ACCEPTED OFFER AND/OR~~ FORCE ACCOUNT BASIS
- ☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the advance authorization date of 2/15/83 as being in the public interest for the use of State Forces to proceed with the above work. State Force Order No. 6 is approved for a TEC of $1,000 Federal Funds $882.

RECEIVED
STATE HWY ENGR
APR 8 '83
REFER TO
FOR
info | Inves | R/D | D/R | Design | Right

Aug. #8

14. DATE: 4/1/83

15. SIGNATURE OF APPROVING OFFICIAL: D. K. Hosmer

16. TITLE: for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
STATE HIGHWAY DIVISION

IN REPLY REFER TO
FILE NO

DATE: March 4, 1983

TO: Oregon Transportation Commission

CON

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
Vail Creek-Nylund Road Section
Santiam Highway, Linn County
Contract No. 9485

This primary federal-aid project was 52 percent complete on January 31 and it now appears that the final cost will exceed the project authorization by $324,000, or 13.8 percent.

The principal reason for the anticipated overrun is an extreme deviation from the planned quantities of stripe removal and temporary striping. The stage construction design required that stripe removal and replacement be performed throughout the entire 2.9 mile length of the project, whereas the contract quantities were apparently based on stripe removal and restriping only at intersections. The increased quantities were necessary in order to ensure safety of the traveling public, and added $195,000 to the cost of the project.

Price Agreement Number 2 added nearly $97,000 to the cost of the project. Work under this agreement consisted of excavating unsuitable subgrade material encountered in widening of the existing roadbed. Much of the area thus involved was along the old roadside ditch line and included many underground spring areas. Suitable backfill material for the subexcavated areas was not available within the project and had to be imported. The cost of this backfill material is included in the last figure mentioned above.

Three bid items relating to asphalt pavement (Class "B" asphalt concrete, Class "C" asphalt concrete and Asphalt Cement in Mixture) are expected to overrun and add some $72,000 to the cost of the project. The main reason for the increases is the amount of leveling required over the existing pavement in order to obtain satisfactory riding characteristics.

There are sufficient funds available in the category of work and all the increase is eligible for federal participation.

I recommend that the authorization be increased by $324,000.00 to a new total of $2,676,879.33. This matter will be on the consent calendar for the March 15 meeting.

bc Fred D. Miller
R. W. Gormsen
C. T. Keasey
V. E. Skoog
C. O. Fredrickson
George Bell

STATE OF OREGON **INTEROFFICE MEMO**

Highway Construction 378-6318 FILE: CON 5

TO: W. E. Schwartz, P.E., P.L.S.
Ass't. State Highway Engineer DATE: March 2, 1983

FROM: O. B. Jackmond, P.E., P.L.S.
Contract Administration Engineer

NOTED
H.S.COULTER

SUBJECT: Request for Increase in Project Authorization
Vail Creek-Nylund Road Section
Santiam Highway, Linn County
Contract No. 9485

This primary federal-aid project was 52 percent complete on January 31, 1983, and it now appears that the final cost will exceed the project authorization by $324,000, or 13.8 percent.

The principal reason for the anticipated overrun is an extreme deviation from the planned quantities of stripe removal and temporary striping. The stage construction design required that stripe removal and replacement be performed throughout the entire 2.9 mile length of the project, whereas the contract quantities were apparently based on stripe removal and restriping only at intersections. The increased quantities were necessary in order to ensure safety of the traveling public, and added $195,000 to the cost of the project.

Price Agreement Number 2 added nearly $97,000 to the cost of the project. Work under this agreement consisted of excavating unsuitable subgrade material encountered in widening of the existing roadbed. Much of the area thus involved was along the old roadside ditch line and included many underground spring areas. Suitable backfill material for the subexcavated areas was not available within the project and had to be imported. The cost of this backfill material is included in the last figure mentioned above.

Three bid items relating to asphalt pavement (Class "B" asphalt concrete, Class "C" asphalt concrete and Asphalt Cement in Mixture) are expected to overrun and add some $72,000 to the cost of the project. The main reason for these increases is the amount of leveling required over the existing pavement in order to obtain satisfactory riding characteristics.

There are sufficient funds available in the category of work and all the increase is eligible for federal participation. PCRB approval is not required.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $324,000.00. Also attached is a copy of the Expected Overrun of Project Authorization form.

OBJ:HHP:mk

Attach.

cc: C. O. Fredrickson
J. M. Martin
R. D. Church
D. E. Swan

9485

16

ROAD DESIGN SECTION

DES 16

J. M. Martin
Project Manager

October 12, 1982

Donald R. Adams, P.E.
Final Design Engineer

Sign Shop Drawings
Vail Creek-Nylund Road Section
Santiam Highway
Linn County
Contract No. 9485

Verstoog
Anderson
Adams
Olson
Sullivan
Tarpin

RECEIVED
OCT 13 1982
ROAD DESIGN
SECTION

Attached are three sets of approved shop drawings for the Type "U" signs on the above-named project.

One set should be retained by you for field inspection purposes, one set forwarded to Don Wackerbarth's office for shop inspection of the signs, and one set sent to Traffic Safety Supply Company for sign fabrication.

WGB:ja

Attachments

cc C. T. Keasey
C. O. Fredrickson
W. G. Beard

ROAD DESIGN SECTION

DES 16

Gerald Wimer
Region 2 Construction Engineer

August 30, 1982

J. H. Versteeg
Road Design Engineer

Speed Zone Revision
Vail Creek-Nylund Road Section
Nylund Road-Roaring Creek Section
South Santiam Highway

Versteeg
Anderson
Adams
Olson
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
AUG 31 1982
ROAD DESIGN SECTION

Do Not File
Return To
Bring Up
Action

A construction speed zone of 45 MPH in lieu of the planned 35 MPH construction speed zone is acceptable on the subject project.

The good alignment and the wide traffic lanes make the project relatively free of construction impediments and do seem to warrant a 45 MPH construction speed zone.

In the area of reversing curves (in the staging) the use of the 35 MPH rider on the reverse curve symbol signs should be considered at the time that stage of construction begins.

DRA:ja

cc C. T. Keasey
J. M. Martin

22-1012
22-1013

STATE OF OREGON
Highway Division - Region 2

INTEROFFICE MEMO
378-2626

TO: Hal Versteeg
ROAD DESIGN ENGINEER

DATE: August 16, 1982

FROM: Gerald Wimer
REGION 2 CONSTRUCTION ENGINEER

SUBJECT: Speed Zone Revision
Vail Creek - Nylund Road Section
Nylund Road - Roaring Creek Section
South Santiam Highway

RECEIVED
AUG 2 1982
ROAD DESIGN SECTION

Both of these projects involve stage construction of relatively tangent, both horizontally and vertically, sections of old highway. For the most part, two lanes of traffic with some shoulders will be maintained at all times.

Because of this alignment and its being relatively free of construction imparments, this office believes a 45 MPH construction speed zone is more appropriate than the planned 35 MPH construction speed zone. May we have your concurrence to make this change?

GW/rgb

cc: C. T. Keasey
J. M. Martin

81-125-1387

Contains Recycled Materials

rn
1485

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

1. FEDERAL-AID PROJECT NO.
F-21-2(11)

LETTER OF APPROVAL AND/OR AUTHORIZATION

2. STATE PROJECT NO.
See below

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO.
20021

2A. COUNTY NAME
Linn

6. TO

Mr. H. S. Coulter
State Highway Engineer
Oregon State Highway Division
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
6/9/82	Primary 21	Primary 16

10. GENERAL LOCATION:
Vail Creek - Nylund Road Section

11. GENERAL DESCRIPTION OF WORK
Railroad Easement and Track Crossing Work

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☒ CONSTRUCTION PROCEED ON FORCE ACCOUNT BASIS
- ☐ OTHER *(Specify)*

13. REMARKS

As requested in Mr. Swan's 6/21/82 letter, you are authorized to proceed with the work covered by the Agreement with Burlington Northern Incorporated approved by the Highway Division on 6/9/82 at a total estimated cost of $23,280, Federal funds $20,528.

An approved copy of the Agreement is returned herewith.

RECEIVED
STATE HWY ENGR
JUL 7 '82
REFER TO
Moelmira
FOR

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
6/29/82	G. K. Hoesner	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.

PRO 6-2

June 21, 1982

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: D.E. Swan, P.E.
Program Control Engineer

SUBJECT: Project No. F-21-2(11)
Vail Creek-Mylund Road Section
Railroad Agreement
Linn County

Enclosed for your approval are two copies of a fully executed agreement between Burlington Northern Incorporated and the State Highway Division on the subject project.

I request the following:

1) Authorization to proceed with work by the railroad as of June 9, 1982 at an estimated total cost of $23,280 with an obligation of $20,528 in Federal funds.

2) The return of one copy of the agreement approved for our files.

CL:bkc
Enc.

cc: R. Trygstad
General Files

9485

ROW 18-2

June 11, 1982

Mr. D. A. Bell
Chief Engineer - Region
Burlington Northern Railway
Public Works - Central Bldg.
810 Third Avenue
Seattle, WA 98104

Construction-Maintenance Agreement
Vail Creek - Nylund Road Section
Santiam Highway
Linn County
ODOT Agreement RR-1098
Project No. RF-196(30)

RAILROAD COMPANIES
FILE No. .....

ATTN: Leo L. George

Dear Leo:

Enclosed is Burlington Northern's copy of the fully executed agreement covering the railroad work required on this project, as well as the easement consideration and temporary construction permits. You are authorized to proceed with the work outlined in the agreement, but this work will have to be coordinated with our construction project.

I hope that you can now expedite the easement document described in Section 1 of the agreement.

Cordially,

Roger D. Trygstad, PE
Railroad & Utility Engineer

RDT/llr
Enclosure
cc: Burlington Northern, St. Paul
Burlington Northern, Portland
Bob Rauscher - BN, Portland
bc: D. E. Wilkens - w/copy
Robert Gormsen - w/copy
C. T. Keasey
D. E. Swan - w/copy (2)
C. O. Fredrickson - w/copy (2)
Jack Martin - w/copy

HIGHWAY DIVISION PRO

D. H. Moehring
Program Management Engineer

June 8, 1982

Robert N. Bothman
Assistant State Highway Engineer

Vail Creek-Harmony Road
Santiam Highway
Linn County

Scott approved going to contract with the second unit of the subject project (extended). Commission approval will not be required.

I reviewed the project with Gerry Wimer who checked and received approval from the local jurisdictions involved to proceed as proposed by Ed Hunter.

Approval to proceed with the project is on the basis that the project is as originally envisioned in the Six-Year Program. The Six-Year Program cost estimate includes $3.6 million plus $200,000 HES for this section.

The first unit was contracted at a cost of $2.3 million. The second unit is estimated at $2.6 million or $2.9 million with E and C, providing a total project cost of $5.2 million.

Ed is estimating a 25 percent underrun which would save $600,000. The HES justification has increased from $200,000 to $600,000.

Some rational brings the overall cost of the project within 10 percent of the estimate in the Six-Year Program.

This exercise established the policy that in the future we will keep our projects within the scope of the Six-Year Program. If that scope is changed, we will take the project to the Commission for approval. If we were to start over with the Vail Creek-Harmony Road project, we would likely confine it to the original scope.

Please bring to my attention any projects which are submitted to you for programming that are substantially changed in scope from those in the Six-Year Program. I would also appreciate indication of any other information which would lead to belief that a change in scope is being put into place without approvals.

My intent is to maintain the credibility of the Six-Year Program.

RNB:lb

cc E. S. Hunter
Gerry Wimer
W. E. Schwartz

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
ENV 3

May 27, 1982

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
MAY 28 '82
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

Dale Wilken
Division Administrator
Federal Highway Administration
The Equitable Center, Suite 100
530 Center Street NE
Salem, OR 97301

RE: Vail Creek - Roaring Creek
S. Santiam Highway
Linn County

Dear Mr. Wilken:

The subject project is scheduled for two lettings, May 27 and June 24. The section between Vail Creek and Nylund Road is scheduled for the May 27 date and the Nylund Road-Roaring Creek section is slated for June 24. This letter is intended to inform you of recent changes in the project, and reevaluate the adequacy of the final environmental impact statement in accordance with DOT Order 5610.1C, paragraph 19.

This project was first evaluated in a draft and final environmental statement with design approval being granted February 28, 1972. All the required right-of-way was subsequently purchased, so the proposed improvements require no new right-of-way. The project was not contracted earlier because of limited funds and higher priorities elsewhere in the state.

In 1981 the proposal evaluated in the EIS was downscoped to include only a pavement overlay, grading and paving of shoulders, and turning lanes at several intersecting county roads. The downscoped version was classified as Categorical Exclusion as concurred in by your office August 28, 1982.

In late 1981, the Department of Transportation began conducting public meetings on drafts of the Six Year Highway Improvement Program. As a result of these meetings and requests made by local delegations, the downscoped project was dismissed and an updated version of the 1971 proposal was added to the final program approved in January 1982 by the Oregon Transportation Commission.

As stated at the beginning of this memorandum, the project scheduled for contracting is for the section between Vail Creek and Roaring Creek, a distance of 7.8 miles. The proposal evaluated in the EIS extended to Sweet Home, for a total length of 9.6 miles. The subject project was reduced in length to match available funds. It contains four work sections (6.4 miles) and two sections where no work will be done (1.4 miles).

The improvement proposed for the section between Vail Creek and Nylund Road (M.P. 18.1 - M.P. 21.0) is very similar to that evaluated in the EIS, with the typical section being narrowed from 84 feet to 78 feet. This reduction was accomplished by reducing the median width from 18 feet to 16 feet, and the shoulder width from 8 feet to 6 feet. Current plans for this section also include the realignment of the Sodaville-Waterloo Road/S. Santiam Highway intersection; this change was not included in the EIS. It was added to provide better sight distance for improved traffic safety and can be done without any adverse impacts.

The section between Nylund Road and Roaring Creek consists of three work units: 1) M.P. 21 to 23; 2) M.P. 24.0 to 24.6; and 3) M.P. 25.0 to 24.9. The first work unit has the same typical section as Vail Creek-Nylund Road. Two intersections, Santiam Terrace and Liberty Road, will be realigned as a part of the project to provide better sight distnace and improved safety. The realignments were not identified in the EIS, but they can be accomplished inside existing right-of-way and no adverse impacts have been identified. The first unit has another construction feature not evaluated in the EIS--the replacement of the Noble Slough Bridge with a five lane structure. The additional bridge width requires a small channel modification and riprap to accommodate the wider structure. The slough is considered a wetland, and an analysis is currently being done to determine the extent of impacts and appropriate mitigation measures. As soon as the results are available, they will be forwarded to your office in the form of a wetlands finding. We are coordinating this matter with the Oregon Department of Fish and Wildlife, and they have indicated that the impacts to the slough are minor, requiring only standard mitigation measures.

The second work unit of the Nylund Road - Roaring Creek Section involves construction of a three-lane section for a distance of 0.6 mile between Dew Road and Harmony Road; additional travel lanes would not be added here. The third and final work unit is for the replacement of badly deteriorated guardrail; no road work is proposed. The final change to the project put forth in the EIS, which is common to the entire project, is the elimination of a separate bike path. Current plans specify double striping of the shoulders and signing for bicycle use on the five lane section of highway.

The proposed project has been reviewed for potential cultural resource impacts and noise impacts. The evaluation for the presence of cultural resources concluded that the project would not affect any known resources. The noise study concluded that approximately 22 residences on the south side of the highway would be exposed to levels in excess of 67 dBA, Leq. Since these residences are served by driveways and noise barriers would require openings that would make them ineffective, noise mitigation is not proposed.

In conclusion, our review of the current project and its impacts concludes that the final EIS is valid, with the changes noted above. The present proposal is very similar to the 1971 plan, and public meetings held in conjunction with 6-Year Program updating indicated that the project is still strongly supported. Importantly, right-of-way for the project was purchased in 1972-73, so no new right-of-way is required for the current project. Modifications to the 1971 concept have not produced any significant adverse environmental impacts, nor has the existing environment significantly changed since the final EIS was adopted. On the basis of this reevaluation, I request your concurrence that further environmental documentation is unnecessary.

Sincerely,

Gary A. Potter, Manager
Environmental Section

GAP:CG:lb

bc: H. S. Coulter
E. S. Hunter
J. H. Versteeg
C. O. Fredrickson

STATE OF OREGON
HIGHWAY DIVISION - ODOT

INTER-OFFICE MEMO
LOC 3

TO: F I L E

DATE: May 12, 1982

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Footpaths and Bicycle Trails
May 27, 1982 Bid Letting

This is an informational report to document the Highway Division's action taken with regard to establishing footpaths and bicycle trails as set forth in ORS 366.514. Bids will be opened May 27, 1982 on the following projects:

1. Coos Bay/Roseburg Highway @ 10th Street (Coquille)
   Coos Bay/Roseburg Highway, Coos County
   Traffic Signals

   Sidewalk ramps and pedestrian signals to be installed as part of this project.

2. Ukiah Rock Production
   Pendleton-John Day Highway, Umatilla County
   Aggregate Crushing

   Footpaths or bicycle trails are not incorporated in this project as no new highway construction, reconstruction or relocation is involved.

3. Ochoco Creek-Barnes Butte Road (Prineville)
   Ochoco Highway, Crook County
   Grading and Paving

   Bikeway project. Existing highway will be widened for six-foot shoulder bike lanes.

4. Port Orford-Cape Sebastian
   Oregon Coast Highway, Curry County
   Grading and Paving

   Bikeway and guard rail project. Shoulders on certain units will be widened to provide four- to six-foot shoulder bike lanes.

5. Hudson Slough Bridge
Smith River Road, Douglas County
Grading, Paving and Structure

Twelve-foot lanes with four-foot shoulders available on roadway and structure

Footpaths and bicycle trails will not be established under this project as per ORS Chapter 366, Section 2, subsection 2(c), which states, "footpaths and trails are not required to be established . . . where sparsity of population, other available ways or other factors indicate an absence of any need for such paths and trails."

6. Juniper Canyon Bridge
John Day Highway, Gilliam County
Grading, Paving and Structure

Twelve-foot lanes with four-foot shoulders available on roadway and structure.

Same as No. 5.

7. Valley of the Rogue State Park, Suncrest and Siskiyou Safety Rest Areas
Building Construction

Same as No. 2.

8. South Santiam River (Sweet Home) Bridge
Pleasant Valley Road, Linn County
Grading, Paving and Structure

Twelve-foot lanes with six-foot shoulders available on roadway and structure.

Same as No. 5.

9. Vail Creek-Nylund Road
Santiam Highway, Linn County
Grading and Paving

Multi-lane with eight-foot shoulders. To be striped and signed for shoulder bike lanes.

10. Chemawa Road-Greenwood Drive
N. River Road, Marion County
Grading and Paving

Multi-lane with five-foot, six-inch sidewalks with curb ramps for bicycle and pedestrian use.

11. Bombing Range Road-Butter Creek (Unit 2)
Lexington-Echo Highway, Morrow County
Grading, Paving and Structures

Twelve-foot lanes with two- to four-foot shoulders available. Structure roadway widths are thirty-one feet, six inches.

Same as No. 5.

12. Boardman, Stanfield and Deadmans Pass
Safety Rest Areas
Columbia River and Old Oregon Highways
Morrow and Umatilla Counties
Building Alteration

Same as No. 2.

13. Farris Road-Powell Boulevard (Gresham, Unit 2)
FAU 9867, Multnomah County
Grading and Paving

Multi-lane with four-foot shoulder bikeway lanes and six-foot sidewalks with curb ramps.

14. I-5 Freeway-N. Greeley Avenue (Portland)
N. Going Street, Multnomah County
Sound Barrier, Bicycle/Pedestrian Path and Landscaping

An independent eight-foot bikepath/sidewalk, sidewalks and curb ramps will be constructed under this contract.

RPS:ge

cc E. S. Hunter
D. G. Talbot
L. E. George
F. E. Terpin
George Bell
Don Harwell

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: F-21-2(11)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 20021

2A. COUNTY NAME: Linn

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 5/5/82

8. FEDERAL ROUTE NUMBER: Primary 21

9. STATE ROUTE NUMBER: Primary 16

10. GENERAL LOCATION:

Vail Creek - Nylund Road Section

11. GENERAL DESCRIPTION OF WORK

Grade and pave

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- [XX] CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [XX] OTHER *(Specify)*

Railroad Protective Services $25,000
Asphalt Cement Adjustment $50,000
on the job training $800
Permanent Pavement Striping S.F. $3,000
Bikeway Signs S.F. $100
Bikeway Striping and Legend S.F. $2,000

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate.

Mr. Swan's 5/3/82 request and certifying statements are accepted subject to my letter of 3/20/82 on R/W File 48339.

Revised PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $2,699,700 Federal Funds $2,380,595.

A signed copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
MAY 17 '82
REFER TO

14. DATE: 5/5/82

15. SIGNATURE OF APPROVING OFFICIAL: G. K. Hoerner for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: F-21-2(11)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 20021

2A. COUNTY NAME: Linn

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 5/5/82

8. FEDERAL ROUTE NUMBER: Primary 21

9. STATE ROUTE NUMBER: Primary 16

10. GENERAL LOCATION:

Vail Creek - Nylund Road Section

11. GENERAL DESCRIPTION OF WORK

Program change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- [ ] PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- [ ] PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- [ ] ACQUISITION OF RIGHT-OF-WAY
- [ ] CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- [ ] CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [XX] OTHER *(Specify)* Program change

RECEIVED
STATE HWY ENGR
MAY 17 '82
REFER TO
FOR
Info | Invest | R/D | D R | Sign | Act | File

13. REMARKS

As requested by Mr. Swan's PR-9 dated 4/23/82 I approve the program change as follows:

1) Change Project Number to: "F-21-2(11)"
2) Withdraw Appropration code: "141"
3) Change Project Name to: "Vail Creek - Nylund Road"
4) Change Project Location to: "U.S. 20 2.5 miles east of Lebanon, east 2.88 miles"
5) Change Class of Work to: "Grade, drain and high type pavement"
6) Change Length of Project to: "2.876 miles"

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
5/5/82	G K Hoscner	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

16

STATE OF OREGON
Highway - Traffic

INTEROFFICE MEMO
TRA 7-5

TO: D. N. Stoudenmeyer
Design Supervisor

DATE: May 4, 1982

FROM: L. E. George
Traffic Engineer

SUBJECT: Signing
~~Nylund Rd.-Roaring Cr. Section~~
Santiam Highway
Linn County

Jorstad
Anderson
Adams
RECEIVED
Sullivan
Jones
ROAD DESIGN SECTION

Attached are two copies of the revised sign study plans for the above section.

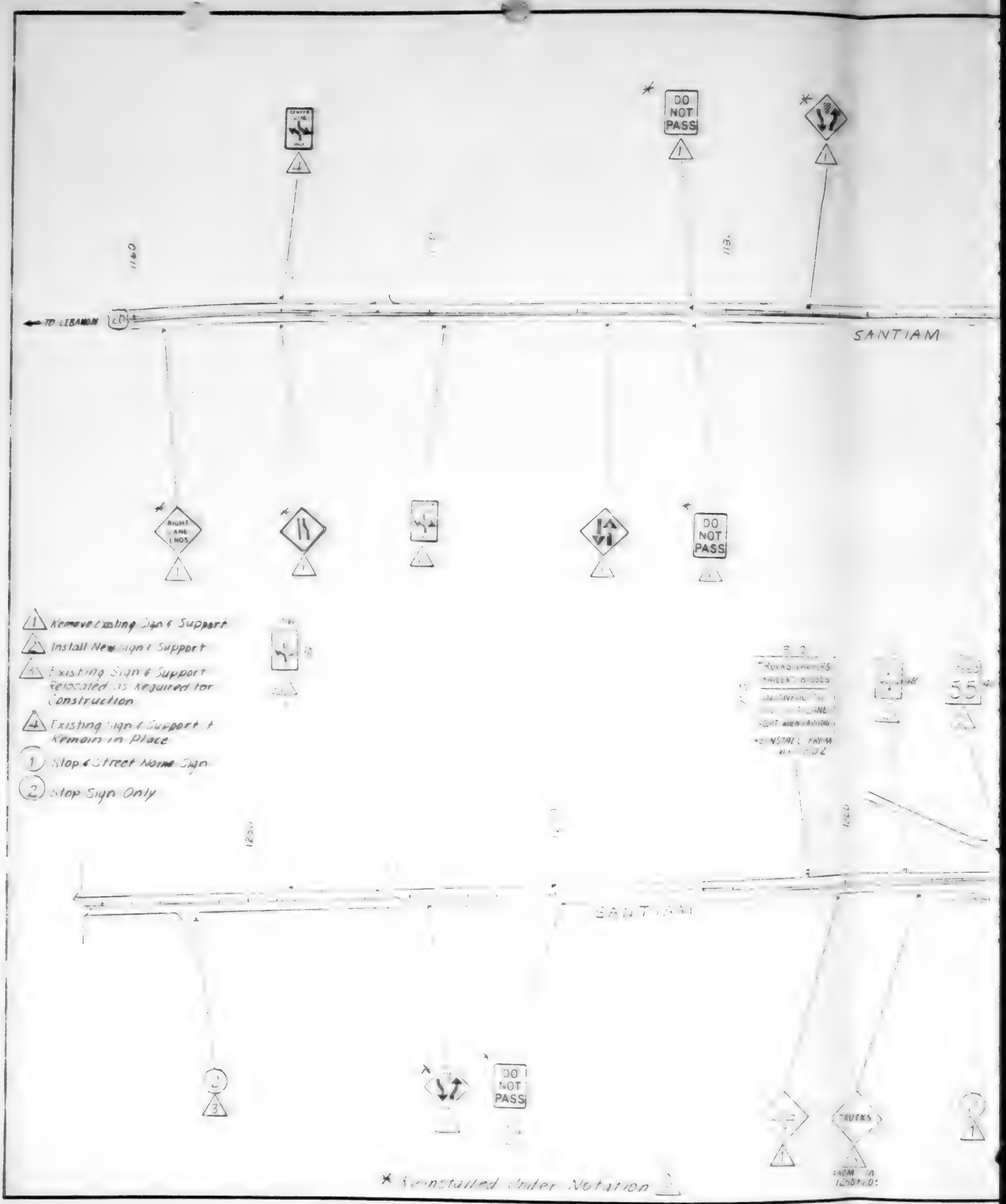
The revision was made when they separated the Vail Creek-Harmony Road Section into two units.

L. E. GEORGE - TRAFFIC ENGINEER

ELS:np
Attachments

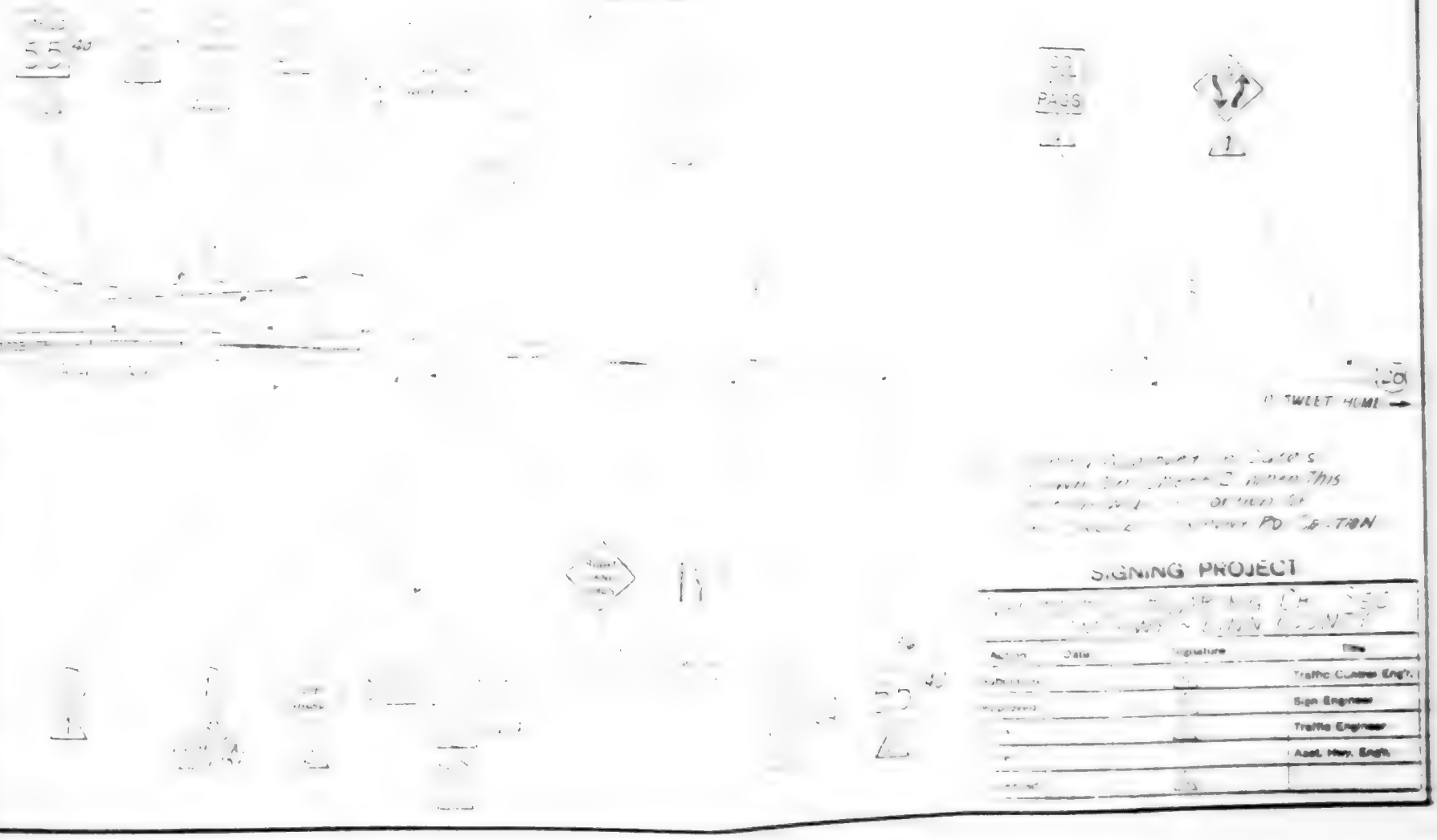
cc: C. O. Fredrickson - w/att.
J. L. Gunter - w/att.

REFERRED TO
Stoudenmeyer
Anderson


DO NOT PASS
TO LEBANON
SANTIAM
RIGHT LANE ENDS
DO NOT PASS
1160
1130
1260
55
TRUCKS
SANTIAM
DO NOT PASS
1 Remove Existing Sign & Support
2 Install New Sign & Support
3 Existing Sign & Support Relocated as Required for Construction
4 Existing Sign & Support to Remain in Place
(1) Stop & Street Name Sign
(2) Stop Sign Only
* Installed Under Notation

Sheet 1 of 2

NOBLE SLOUGH 5°C
HIGHWAY


PASS
SWEET HOME
SIGNING PROJECT
Traffic Control Engr.
Sign Engineer
Traffic Engineer
Asst. Hwy. Engr.

△1 Remove Existing Sign & Support

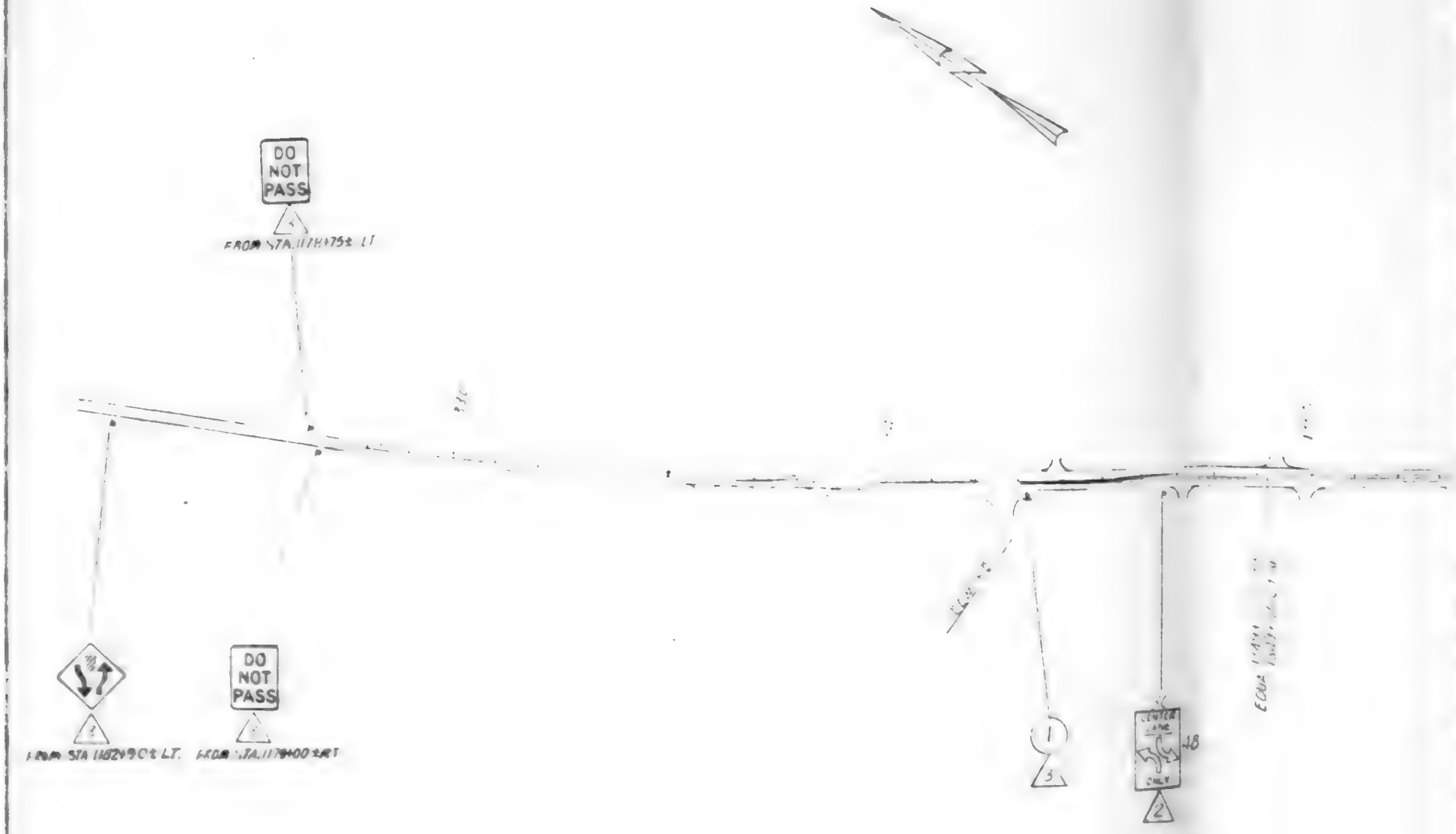
△2 Install New Sign & Support

△3 Existing Sign & Support Relocated as Required For Construction

△4 Existing Sign & Support To Remain In Place

(1) Stop & Street Name Sign

(2) Stop Sign Only



DO NOT PASS
DO NOT PASS

STATE OF OREGON
HIGHWAY DIVISION

INTEROFFICE MEMO

TO: R. N. Bothman, Assistant State Highway Engineer for Administration

DATE: April 21, 1982

FROM: D. H. Moehring, P.E.
Program Management Engineer

SUBJECT: Vail Creek - Harmony Road

The Adopted Six Year Program contains a project on the Santiam Highway from Vail Creek to Harmony Road--estimated cost $3.6M. The work consisted of a five-lane section from M.P. 18.13 to M.P. 21.07 and three channelizations at the intersections of Santiam Terrace (M.P. 21.54), Liberty Road (M.P. 22.74) and Harmony Road (M.P. 24.47).

Technical Services is working towards letting two contracts, approximately one month apart (May and June), on this section. The first contract will include only the five-lane section from M.P. 18.13 to M.P. 20.88. The second contract will include an extension of the five-lane section from M.P. 20.88 to M.P. 22.98; channelization at the three intersections described above; and the installation of 4,800 feet of additional guardrail from South of Harmony Road (M.P. 25.05) to Roaring Creek (M.P. 25.96).

The additional 2.1 miles of five-lane roadway and 4,800 feet of guardrail will cost about $2.4M above the programmed amount. There is little doubt that we could finance such an improvement from current underruns if it were the only change in the Six Year Program. Since the program was approved in January we have added 26 projects at an estimated cost of $9.873M. These additions will more than use up the anticipated underruns. It appears that this is a significant change in scope and commitment of Primary funds. The question at hand is the propriety of committing such a large amount of additional money to work without touching bases with the Commission by asking them to add the enlarged project to the program.

Based on a recent Commission policy covering the use of money from Ballot Measure 4, current and future underruns should be used to advance projects in the Program, not to arbitrarily expand them. If this expansion is desirable, I believe the Commission should authorize the expenditure of an additional $2.4M.

If you agree, I will prepare the necessary document to place it on the agenda for the next Commission meeting.

SHM:pf

4-23-82 Moehring I AGREE Bothman

RECEIVED
STATE HWY ENGR
APR 22 '82
REFER TO
FOR
Info | Invest | R/D | D R | Sign | Act | File

PROJECT F-HES-21-2(11)

Sta. 1100+00

Vail Creek - Nylund Road

$ 3,200,000

Length ≥ 3.0 Miles

Sta. 1170+00 End Project

End Contract Project MP 21.07

No Work Area

Sta 1196+80

Sta 1212+62

No Work Area

Sta 1259+00

Sta 1280+00

No Work Area

Mountain Home

Sta 1336+70

PROJECT F-HES-21-2(11)

Sta. 1368+65

June 29, 1982

Nylund Road - Roaring Creek

$ 2,900,000

Overall Length 5.1 miles

Work Area Length 2.6 miles

1387+75

Guard Rail Only

1438+25

HES funds

Sodaville

Waterloo

Santiam Hwy

Fairview

Liberty

MP 18.13

MP 22.99

MP 24.05

MP 24.66

(11)

Creek - Nylund Road

$ 3,200,000

Length ≥ 3.0 miles

Sta. 1170+00 End Project

0+00

End Contract Project MP 21.07

Work Area

6+80

12+62

June 29, 1982

Nylund Road – Roaring Creek

$ 2,900,000

Overall Length 5.1 miles

Work Area Length 2.6 miles

ork Area

259+00

280+00

ork Area

36+70

HES-21-2(11)

1387+75

Guard Rail Only

1438+25

MP 18.13

Sodaville

Waterloo

Berlin

Santiam

Fairview

T 12 S
T 13 S

HES Funds

Mountain Home

MP 22.99

Liberty

MP 24.05

MP 24.66

No Work

MP 25.15

MP 25.94

MP 35

STATE OF OREGON
RAILROAD & UTILITIES 378-6511

INTEROFFICE MEMO
ROW 18-2

TO: H. S. Coulter
State Highway Engineer

DATE: April 6, 1982

FROM: Roger D. Trygstad, PE
Railroad & Utility Engineer

SUBJECT: SXF 1293
Crossing No. 3S-19.5 (Existing Crossing)
3S-19.51 (Relocated Crossing)

Attached is a copy of Order No. 82-227 issued by the Public Utility Commissioner on April 1, 1982, relative to the above subject matter.

RDT/llr
Attachment
cc: Richard Arnold, FHWA
E. S. Hunter
C. T. Keasey
R. L. Schroeder
C. O. Fredrickson (2) - Please give copy to Project Manager. Please advise me when this work is done so I can advise PUC per Item 6.

J. L. Gunter
J. L. Sollis
Bob Judson

Contains Recycled Materials

ORDER NO. 82-227

ENTERED April 1, 1982

PUC CROSSING NO. 3S-19.5
DOT CROSSING NO. 66 544 G
(Existing Crossing)

PUC CROSSING NO. 3S-19.51
(Relocated Crossing)

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

SXF 1293

In the Matter of the Application of OREGON DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, on behalf of LINN COUNTY for the authority, pursuant to ORS 763.030, to alter a grade crossing of Sodaville-Waterloo Road, County Road #731 and Burlington Northern (Oregon-Washington) Inc., Santiam Branch, near Waterloo, Linn County, Oregon.	)	ORDER

On November 17, 1981, the Oregon Department of Transportation, Highway Division, on behalf of Linn County, duly filed an application with the Commissioner seeking authority, pursuant to ORS 763.030, to relocate an existing railroad-highway grade crossing of Sodaville-Waterloo Road 731, a road under the jurisdiction of Linn County, and the main track and right-of-way of Burlington Northern (Oregon-Washington) Inc., Santiam Branch, near Waterloo, Linn County, Oregon.

The following parties made comments and recommendations on the application: PUC staff by letter dated December 9, 1981; Linn County, by letter dated December 14, 1981; Burlington Northern (Oregon-Washington) Inc., by letter dated December 21, 1981. Applicant amended its application by letter dated December 15, 1981.

Copies of the application, amendments, and responses thereto were duly served upon Burlington Northern (Oregon-Washington) Inc., Pacific Power & Light Company, Linn County, and applicant. No objection by any party has been made to the granting of the application as amended.

Sodaville-Waterloo Road 731 is 20 feet in width at the crossing, consisting of two 10-foot paved travel lanes. It lies generally east-west and intersects U.S. Highway 20, the Santiam Highway, approximately 100 feet westerly of the crossing. Sodaville-Waterloo Road intersects both the track and the Santiam Highway at an angle of 47 degrees.

The existing grade crossing is protected by two crossbucks. Current average daily traffic volume at the crossing is 590 vehicles. There has been one train-vehicle accident at the crossing in the last ten years which resulted in no injuries.

Applicant proposes to relocate the road at the crossing approximately 65 feet southeasterly of its present location and create a crossing intersection angle of 90 degrees. This will also create a 90-degree intersection with the Santiam Highway. It is further proposed to widen the roadway to 32 feet, consisting of two 12-foot paved travel lanes, and two 4-foot paved shoulders. A "NO PARKING" zone, 150 feet in length, will be established on the easterly approach to the crossing. The existing crossing protection consisting of crossbucks will be continued. The existing crossing surfaces will be removed as part of the project.

The relocation and realignment of the crossing, as well as the accompanying road widening, will improve the safety at the crossing for motorists.

Due consideration has been given to all representations in the application, amendments, and responses thereto. No matters within the scope of ORS Chapter 763 are in issue, and no hearing will be required.

Based upon the amended application and the files of the Commissioner, it is found that the application should be granted upon the following terms and conditions:

IT IS THEREFORE ORDERED that:

1. The subject grade crossing shall be relocated to a point approximately 65 feet southeasterly of its present location and altered as ordered herein. The relocated crossing shall not be opened until the protective devices ordered herein are installed.

2. The existing grade crossing of Sodaville-Waterloo Road 731, No. 3S-19.5, shall be closed immediately upon the opening of the relocated crossing.

Removal of the crossing material and road material from the railroad right-of-way at crossing No. 3S-19.5 shall be done concurrently with the opening of the relocated crossing to public use.

3. Applicant shall:

   a. Construct that portion of the relocated crossing lying outside lines drawn two feet outside each rail to accommodate a paved roadway 32 feet in width, consisting of two 12-foot travel lanes and two 4-foot shoulders, the roadway will intersect the track at an angle of 90 degrees, and bear all the cost thereof;

   b. Bear all the cost of constructing that portion of the relocated crossing lying between lines drawn two feet outside each rail;

   c. Bear all the cost of relocating the existing Commissioner's Standard No. 1R reflectorized crossbucks;

   d. Furnish and install a standard stop clearance line on each side of the track at the crossing, and bear all the cost thereof;

   e. Furnish and install a standard advance warning sign and advance warning pavement markings at appropriate locations on the easterly approach to the crossing, and bear all the cost thereof;

   f. Bear all the cost of removing the crossing surface and road material located on the railroad right-of-way, at the existing Sodaville-Waterloo Road crossing;

   g. Remove and maintain clear the small shrubs located in the southeast quadrant of the crossing, and bear all the cost thereof; and

   h. Furnish and install "NO PARKING" zones on the northerly and southerly sides of the easterly approach to the crossing, commencing at the crossing and extending easterly approximately 150 feet, and bear all the cost thereof.

4. Linn County shall maintain the "NO PARKING" zones, advance warning sign, advance warning pavement markings, and stop clearance lines ordered herein, and maintain that portion of the crossing lying outside lines drawn two feet outside each rail, and bear all the cost thereof.

5. Burlington Northern (Oregon-Washington) Inc., shall:

   a. Subject to reimbursement as specified herein, construct that portion of the relocated crossing lying between lines drawn two feet outside each rail, to accommodate a 32-foot wide roadway;

   b. Subject to reimbursement as specified herein, relocate the existing Commissioner's Standard No. 1R reflectorized crossbucks to appropriate locations on each side of the track at the relocated crossing;

   c. Subject to reimbursement as specified herein, remove the crossing surface and road material located on the railroad right-of-way at the existing crossing, in accordance with paragraph 2 above; and

   d. Maintain the crossbucks and maintain that portion of the crossing lying between lines drawn two feet outside each rail, and bear all the cost thereof.

6. Each party shall notify the Commissioner upon completion of its portion of the project.

Made, entered, and effective 4/1/82

PUBLIC UTILITY COMMISSIONER OF OREGON

JAMES J. LOBDELL
Public Utility Commissioner

jh/0625H

7465

STATE OF OREGON
RAILROAD & UTILITIES 378-6511

INTEROFFICE MEMO
ROW 18-2

TO: H. S. Coulter
State Highway Engineer

DATE: April 6, 1982

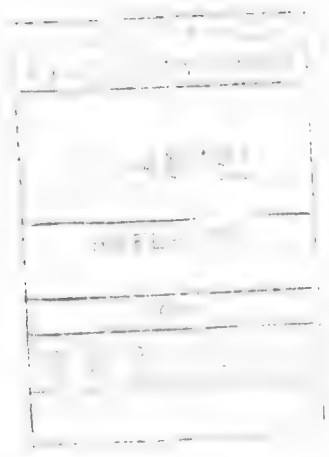
FROM: Roger D. Trygstad, PE
Railroad & Utility Engineer

SUBJECT: SXF 1294
Crossing No. 3S-20.2 (Existing Crossing)
3S-20.22 (Relocated Crossing)

Attached is a copy of Order No. 82-228 issued by the Public Utility Commissioner on April 1, 1982, relative to the above subject matter.

RDT/llr
Attachment
cc: Richard Arnold, FHWA
E. S. Hunter
C. T. Keasey
R. L. Schroeder
C. O. Fredrickson (2) - Please give copy to Project Manager. Please advise me when this work is done so I can advise PUC per Item 6.

J. L. Gunter
J. L. Sollis
Bob Judson



81-125-1387

Contains Recycled Materials

ORDER NO. 82-228

ENTERED April 1, 1982

PUC CROSSING NO. 3S-20.2
DOT CROSSING NO. 66 545 N
(Existing Crossing)

PUC CROSSING NO. 3S-20.22
(Relocated Crossing)

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

SXF 1294

In the Matter of the Application of OREGON DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, on behalf of LINN COUNTY for the authority, pursuant to ORS 763.030, to alter a grade crossing of Fairview Road and Burlington Northern (Oregon-Washington) Inc., Santiam Branch, near Waterloo, Linn County, Oregon.	))))))))	ORDER

On November 17, 1981, the Oregon Department of Transportation, Highway Division, on behalf of Linn County, duly filed an application with the Commissioner seeking authority, pursuant to ORS 763.030, to relocate the existing railroad-highway grade crossing of Fairview Road 730, a road under the jurisdiction of Linn County and the main track and right-of-way of Burlington Northern (Oregon-Washington) Inc., Santiam Branch, near Waterloo, Linn County, Oregon.

The following parties made comments and recommendations on the application: PUC staff by letter dated December 9, 1981; Linn County by letter dated December 15, 1981; and Burlington Northern (Oregon-Washington) Inc., by letter dated December 21, 1981. Applicant amended its application by letter dated December 15, 1981.

Copies of the application, amendments, and responses thereto were duly served upon Burlington Northern (Oregon-Washington) Inc., Pacific Power & Light Company, Linn County, and applicant. No objection by any party has been made to the granting of the application as amended.

Fairview Road 730, formerly McDowell Creek Road, is 20 feet in width at the crossing, consisting of two 10-foot paved travel lanes. It lies generally east-west and intersects

U.S. Highway 20, the Santiam Highway, approximately 50 feet westerly of the track and connects with the Old Santiam Highway in a "T" intersection approximately 60 feet easterly of the crossing. Fairview Road 730 intersects both the track and the Santiam Highway at an angle of 30-degrees.

The existing grade crossing is protected by four crossbucks and one vehicle stop sign. Current average daily traffic volume at the crossing is 700 vehicles. There have been no train-vehicle accidents at the crossing in the last ten years.

Applicant proposes to relocate the road at the crossing approximately 125 feet southeasterly of its present location and create a crossing intersection angle of 90 degrees. This will also create a 90-degree angle intersection with the Santiam Highway. It is further proposed to widen the roadway to 32 feet, consisting of two 12-foot paved travel lanes and two 4-foot paved shoulders. A "NO PARKING" zone 150 feet in length will be established on the easterly approach to the crossing. The existing crossing protection, consisting of crossbucks and a vehicle stop sign on the easterly approach to the crossing, will be continued. The existing crossing surfaces will be removed as part of the project.

The relocation and realignment of the crossing, as well as the accompanying road widening, will improve the safety at the crossing for motorists.

Due consideration has been given to all representations in the application, amendments, and responses thereto. No matters within the scope of ORS Chapter 763 are in issue, and no hearing will be required.

Based upon the amended application and the files of the Commissioner, it is found that the application should be granted upon the following terms and conditions:

IT IS THEREFORE ORDERED that:

1. The subject grade crossing shall be relocated to a point approximately 125 feet southeasterly of its present location and altered as ordered herein. The relocated crossing shall not be opened until the protective devices herein are installed.

2. The existing grade crossing of Fairview Road 730, No. 3S-20.2, shall be closed immediately upon the opening of the relocated crossing. Removal of the road material from the railroad right-of-way at

crossing No. 3S-20.2 shall be done concurrently with the opening of the relocated crossing to public use.

3. Applicant shall:

   a. Construct that portion of the relocated crossing lying outside lines drawn two feet outside each rail to accommodate a paved roadway 32 feet in width, consisting of two 12-foot travel lanes and two 4-foot shoulders, the roadway will intersect the track at an angle of 90 degrees, and bear all the cost thereof;

   b. Bear all the cost of constructing that portion of the relocated crossing lying between lines drawn two feet outside each rail;

   c. Bear all the cost of relocating the existing Commissioner's Standard No. 1R reflectorized crossbucks;

   d. Furnish and install a standard stop clearance line on each side of the track at the crossing, and bear all the cost thereof;

   e. Furnish and install a standard advance warning sign and advance warning pavement markings at appropriate locations on the easterly roadway approach to the crossing, and bear all the cost thereof;

   f. Relocate the vehicle stop sign to a position to the right of the crossbuck in the northeast quadrant at the crossing, and bear all the cost thereof;

   g. Bear all the cost of removing the crossing surface and road material located on the railroad right-of-way at the existing Fairview Road crossing; and

   h. Furnish and install "NO PARKING" zones on the northerly and southerly sides of the easterly approach to the crossing, commencing at the crossing and extending easterly approximately 150 feet, and bear all the cost thereof.

4. Linn County shall maintain the "NO PARKING" zones, vehicle stop sign, advance warning sign, advance warning pavement markings, and stop clearance lines ordered herein, and maintain that portion of the crossing lying outside lines drawn two feet outside each rail, and bear all the cost thereof.

5. Burlington Northern (Oregon-Washington) Inc., shall:

   a. Subject to reimbursement as specific herein, construct that portion of the relocated crossing lying between lines drawn two feet outside each rail, to accommodate a 32-foot-wide roadway;

   b. Subject to reimbursement as specific herein, relocate two existing Commissioner's Standard No. 1R, reflectorized crossbucks, to appropriate locations on each side of the track at the relocated crossing;

   c. Subject to reimbursement as specific herein, remove the crossing surface and road material located on the railroad right-of-way at the existing crossing in accordance with paragraph 2 above; and

   d. Maintain the crossbucks and maintain that portion of the crossing lying between lines drawn two feet outside each rail, and bear all the cost thereof.

6. Each party shall notify the Commissioner upon completion of its portion of the project.

Made, entered, and effective 4/1/82.

PUBLIC UTILITY COMMISSION OF OREGON

JOHN W. LOFDELL
Public Utility Commissioner

pw/1112P

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.
ROW 18-2

November 16, 1981

Mr. David Astle
Assistant PUC Commissioner
Public Utility Commission
Labor & Industries Building
Salem, OR 97310

PUC Applications
Waterloo Road and Fairview Road at
BN Santiam Branch

NOTED
H.S. COULTER

Dear Dave:

Attached are two applications for authority to alter crossings of two County roads which intersect the Santiam Highway within the proposed Vail Creek-Sweet Home Section (Part 1). In both instances we are eliminating a flat angled intersection with the railroad which requires moving the crossings a short distance.

I am enclosing an original and eight copies of each application. We are prepared to contract this project as soon as the PUC process is completed.

Cordially,

Roger D. Trygstad, P.E.
Railroad & Utility Engineer

RDT/llr
cc: H. S. Coulter - w/copy
C. O. Fredrickson - w/copy
C. T. Keasey - w/copy
D. E. Swan - w/copy
J. L. Sollis - w/copy
J. H. Versteeg - w/copy

RECEIVED
STATE HWY ENGR
NOV 17 '81
REFER TO
FOR
Info | Invest | R/D | D/R | Sign | Act | File

Form 734-3122

PUC Docket No. SXF _____

PUC Crossing No. 3S-20.20

DOT-AAR Crossing No. 66-545N

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

APPLICATION FOR AUTHORITY in connection with a proposed railroad-highway crossing project.

Formal Title:

In the Matter of the Application of Oregon Department of Transportation, Highway Division
(name of applicant)

for Linn County

for the authority, pursuant to ORS 763.030 (020/030/040), to

alter (construct/alter/change protection at/relocate/close) a grade (grade/separated) crossing

of Fairview Road
(name of street or highway)

and Burlington Northern (Oregon-Washington) Inc.
(name of railroad company)

Santiam Branch
(name of railroad main or branch line or other trackage)

near (in/near) Waterloo (name of city/town/rail station), Linn (name of county) County,

Oregon.

Check one of the following:

Allocation of funds from one of the following sources is requested or expected --

[ ] State grade crossing protection account (ORS 763.270, .280, .290).
Estimate of dollar cost to fund: $_____

[X] Federal-Aid Highway System funds.*

[ ] Other Federal Funds.*

[ ] None of above.

*If Federal funding assistance is expected, please give appropriate federal statutory provision.

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

APPLICATION FOR AUTHORITY in connection with a proposed railroad-highway crossing project

---

Check one of the following and answer all of Section I, plus all other parts of the application indicated beside that item.

(1) ____ Construction of a new public highway/bikeway over an existing railroad at grade.
Answer: Sec. I, II, V, as appropriate.

(2) ____ Construction of a new railroad track or tracks over an existing public highway at grade.
Answer: Sec. I, II, V, as appropriate.

(3) ____ Construction of a new public highway over or under an existing railroad.
Answer: Sec. I, III, V and #12 (a)(1), and 11 (b)(1).

(4) ____ Construction of a new railroad track or tracks over or under an existing public highway.
Answer: Sec. I, III, V and #12 (a)(1), and 11 (b)(1).

(5) _X_ Alteration/relocation of an existing public highway at an existing grade crossing.
Answer: Sec. I, II, V.

(6) ____ Alteration or relocation of existing railroad trackage at an existing grade crossing.
Answer: Sec. I, II, V.

(7) ____ Separation of an existing grade crossing. Answer: Sec. I, III, V and #12 (a)(1) and (b)(1).

(8) ____ Alteration of an existing separated crossing. Answer: Sec. I, III and V.

(9) ____ Removal of a track or tracks from an existing grade crossing. (If this is all that is involved, no application is required. Please notify us in writing.)

(10) ____ Addition of a track or tracks at an existing grade crossing. (See (6) above and answer as indicated.)

(11) ____ Addition of protective devices at an existing crossing.

(12) ____ Addition or removal of stop sign protection at an existing crossing. (Simplified form 204 (31) 10-77 may be used if this is all that is involved. Otherwise, answer as indicated under (5) above.)

(13) ____ Closure of an existing grade crossing. Answer: Sec. I, IV and the applicable portions of #'s 11, 12 and 13.

(14) ____ Other (please specify) _____

Note: TO AVOID ERROR WHEN COMPLETING THIS FORM, IF IT IS FOUND THAT NO RESPONSES ARE REQUIRED ON ANY PARTICULAR PAGE(S), PLEASE OMIT SUCH PAGE(S) FROM YOUR APPLICATION. ALL SUCH OMISSIONS MUST BE SPECIFIED ON THE SIGNATURE PAGE.

IMPORTANT: PLEASE READ NOTE AT BOTTOM OF PRECEDING PAGE BEFORE COMPLETING THIS FORM.

NOTE TO APPLICANT: If assistance in completing this form is desired, please call 378-6659. On a question involving railroad data, the railroad involved can usually provide assistance as well:

Burlington Northern, Engineering Dept.	241-6312	(Portland)
Southern Pacific, Division Engineer	228-8181	(Portland)
Union Pacific, Public Projects Engineer	249-2591	(Portland)
—or—	(208)-232-4450	(Pocatello, Idaho)

(Pocatello should be called for Union Pacific lines east of Huntington, including the line to Burns.)

SECTION I. (To be filled out completely by all applicants.)

1. Name of Applicant: Oregon Department of Transportation, Highway Division for Linn County

   Address: State Transportation Building, Salem, OR 97310

   Name of Applicant's Contact Person and Telephone No. Roger D. Trygstad - 378-6511

2. Statutory authority under which this application is made: ORS 763.030
   (020/030/040)

   Note: If a new grade crossing is proposed — ORS 763.020; if an existing grade or separated crossing is to be altered — 763.030; if a new separated crossing is proposed — ORS 763.040.

3. Location of the proposed project:

   a. Railroad milepost 20.20

   b. City _____

   c. Nearest railroad station Waterloo

   d. County Linn County

   e. The proposed project is to be in the NE 1/4 of the SW 1/4 of Section 32, Township 12S, Range 1W, W. M.

4. a. Name of public highway involved in this project:

   Fairview Road

   b. Name of public authority with jurisdiction over this highway:

   Linn County

5. Name of railroad involved in this project: Burlington Northern (Oregon-Washington) Inc.

   Santiam Branch
   (include name of branch, main line or other track)

6. List the proper parties in interest in this matter and their address:

   a. Pacific Power and Light Co.

   b. Linn County

   c. Burlington Northern (Oregon-Washington) Inc.

   d. _____

   e. _____

   f. Oregon Department of Transportation, Highway Division

   Have you served each of these parties with a copy of this application? No
   (yes/no)

   If yes, please provide certificate of such service. (We would prefer to serve the application ourselves.)

7. Describe the project in det (including any street widening, curb guardrail, realignment, etc.):

Fairview Road will be moved approximately 125 feet southeasterly from present crossing. This move will make the crossing at approximately 90^{0}.

8. a. Is the project contemplated required by the public safety, necessity, convenience and general welfare? yes (yes/no)

b. If yes, why? To provide a right angle crossing.

9. Is the crossing involved (to be) a separated crossing? No (yes/no)

SECTION II. Grade Crossings (If a separated crossing is involved in this application, answer 11a(2), 11[illegible], 12a(1) and 12b(1), then go on to Section III.)

10. Is it possible or practical to construct a separated crossing at this location? No (yes/no)

If no, why not? The cost is too great for the amount of traffic.

11. Physical description of the crossing:

a. The Highway

(1) Alignment --Describe the highway alignment for 500 feet on each approach, both before and after the project:

Before: Fairview Road crossed the railroad tracks at a 30° angle and intersected the Santiam Highway at the same angle.

After: At 180 feet from the old crossing Fairview Road will curve and cross railroad at 90° and intersect the highway at the same angle.

(2) *Width--The highway is 20 feet wide at the crossing at present; after completion of the project, it will be 32 feet wide at the crossing; consisting (from E (N or E) to W (S or W)) of:

At present--		After completion--	
Shoulder** of	~ feet	Shoulder of	4 feet
1 lane(s) at	10 ft. ea.	1 lane(s) at	12 ft. ea.
Median of	- feet	Median of	- feet
1 lane(s) at	10 ft. ea.	1 lane(s) at	12 ft. ea.
Shoulder of	~ feet	Shoulder of	4 feet

* Measurement of highway width should be along a line perpendicular to the centerline of the highway, 15 feet from the centerline of track.

** If highway is curbed to crossing, "shoulder" is assumed to mean "parking area."

11.a. (continued)

(3) Surface—

	At present:	After completion:
Width between rails (measured perpendicular to the roadway centerline):		
Type of surface of traveled way:		
on approaches	Asphaltic Concrete	Asphaltic Concrete
at crossing	Asphaltic Concrete	Asphaltic Concrete
Type of surface on shoulders;	Asphaltic Concrete	Asphaltic Concrete
Condition of surface:		
on approaches	Good	New
at crossing	Good	New
Is highway curbed on the approaches?	No	No
Is there one or more sidewalks at this crossing?	No	No

If either answer to the above question(s) is "Yes," please describe below, including width and location of each sidewalk:

(4) Gradient, going toward crossing on—

	At present:	After completion:
E (N or E) approach	± - 10.3%	± 10.3 %
W (S or W) approach	± + 6.25%	± 6.25 %

(5) Nearest public roadway intersection on each approach—

(a) E (N or E) approach: 60 ft; ADT unknown

(b) W (S or W) approach: 50 ft; ADT 7100

Name of road or highway:

(a) Unknown

(b) Santiam Highway

Public authority with jurisdiction over road or highway:

(a) Unknown

(b) Oregon Department of Transportation

(If different public authority than that with jurisdiction over road at crossing, please add name to list of parties in interest in this matter--see item 6 of this application form.)

Are traffic signals (to be) installed at either of these intersections?

(a) No (yes no); (b) No (yes no).

11.a. (Continued)

If yes to either, please expl . below which inte section(s) is (are) be) signalized, and whether or not this signalization is (to be) interconnected with track circuit , on the railroad. If it is, are part-time turn restriction signs (to be) inst lled? (If there is to be interconnected circuitry, please include the interconnection and part-time turn restriction signs as items of protection proposed herein. If traffic signals at the adjacent intersection are to be installed in connection with this project, they should also be listed under item 14 herein and a signal operation matrix should accompany the application. The State Grade Crossing Protection Account can participate in funding only for costs of the actual interconnection of the traffic signals with the railroad signals and circuitry.)

No signals

(6) a. Describe how the crossing is now protected. (For example: 2 crossbucks, 2 stop signs, 2 advance warning signs.) Please indicate which of these devices will be removed upon completion of this project:

Four (4) crossbucks, one (1) stop sign, three (3) advance warning signs

b. Are all the devices to remain up to current standards? Yes

b. The Railroad

	At present:	After completion:
(1) Number of tracks--	1	1

Name of each track from _____ (N or E) to _____ (S or W):

Santiam Branch

(2) Angle of intersection-- 30 o 90 o

If more than one track-highway angle exists, please give details below, track by track:

(3) Alignment--Describe the railroad track(s) for 500 feet in each direction, both before and after the project:

Tangent 500 feet each side of grade crossing both before and after.

11.b. (Continued)

	At present:	After completion:
(4) Nearest switch--		
E (N or E) of crossing:	2550 ft.	2400 ft.
W (S or W) of crossing:	450 ft.	600 ft.

12. Use of the crossing:

a. The Highway

(1) Average daily traffic volume--

At present: 700 ; After completion 700 ;

(2) Speed of vehicles (estimated 85th percentile speed)--

	At present:	Expected after completion
At SSD* from crossing on E (N or E) approach:	35 mph	35 mph
on W (S or W) approach:	35 mph	35 mph
At crossing:	35 mph	15 mph
Posted speed limit on approaches:	35 mph	35 mph
(3) Direction of traffic flow:	E & W (N & S, etc.)	E & W

b. The Railroad

(1) Train movements-- (avg. per day)

	At present:	Expected after completion:
Freight trains:	4	4
Switching movements:	0	0
Passenger trains:	0	0

(2) Speed of trains--

	At present:	Expected after completion:
Maximum allowable:	25 mph	25 mph
Typical:	mph	mph
Slowest Normal:	14 mph	14 mph

13. Visibility at the crossing from the standpoint of the approaching motor vehicle operator:

a. Of approaching trains--

(1) From a "stop" position (approx. 18 feet from edge of nearest rail) on the . . .	The motor vehicle operator can see along the railroad . . .
E (N or E) approach:	800 ft. to right; 500 ft. to left
W (S or W) approach:	600 ft. to right; 800 ft. to left

*Safe Stopping Distance (see table page 7).

13. a. (Continued)

(2) From a "safe stopping distance" (see table below) on the . . .

The motor vehicle operator can see along the railroad . . .

E (N or E) approach:

800 ft. to right; 500 ft. to left

W (S or W) approach:

200 ft. to right; 800 ft. to left

If these sight distances will be changed on completion of the project, please explain below:

No

NOTE: TABLE OF SAFE STOPPING DISTANCES ("SSD")

Typical Approach Speed	"SSD"
10 mph	44 ft.
15 mph	69 ft.
20 mph	98 ft.
25 mph	131 ft.
30 mph	169 ft.
35 mph	210 ft.
40 mph	256 ft.
45 mph	306 ft.
50 mph	360 ft.
55 mph	418 ft.
60 mph	481 ft.

b. Of the proposed protective devices--

(1) Will vision of the protective devices to be installed at the crossing be obstructed on the main approach road within 1000 feet of the crossing?

No (yes/no) If yes, please explain by what and at what point it will be obstructed:

(2) If roadside-mounted protective devices (such as "STOP" signs or Standard No. 2 flashing light signals) are to be installed at the crossing, is the approaching driver's vision of these devices likely to be totally or partially obscured by parked vehicles? _____ (yes/no)

If yes, explain how you propose to overcome this problem. If no, why not?

Proposed no parking of Fairview Road 150 feet from crossing on easterly approach.

14. List the number and types of protective devices to be installed at the crossing and on its approaches.

TYPES OF DEVICES (refer to rule OAR 860-42-060)

Standard No. 1M, multiple track sign
Standard No. 1P, reflectorized crossbuck for pedestrian crossings only
-- Standard No. 1R, reflectorized crossbuck
Standard No. 1S, vehicle stop sign (to stop vehicles)
Standard No. 1T, railroad stop sign (to stop trains)
Standard No. 2, flashing light signal
Standard No. 2B, cantilevered flashing light signal
Standard No. 2P, flashing light signal for pedestrian crossings only
* Standard No. 4, automatic gate signal
Activated advance warning sign with message "PREPARE TO STOP WHEN LIGHTS FLASH."
-- Standard stop clearance lines
Standard "EXEMPT" sign
Standard advance "EXEMPT" sign
** Standard part-time turn restriction sign
Standard "DO NOT STOP ON TRACKS" sign
-- Standard advance warning sign
Standard "STOP AHEAD" sign
Standard advance warning pavement markings
Standard highway guardrail (urban or rural)
Non-mountable curb
Traffic signals at crossing
** Traffic signals at adjacent intersection

* To be used in conjunction with Standard No. 2 or No. 2B signals. Please indicate which it will be.
** Please furnish description of traffic signal operation, including a signal operation matrix upon train preemption.

a. Protection type: Standard #1 R reflectorized crossbuck

Number of such devices: 2 ; To be located as follows: each side of crossing

(1) Who will perform the installation: Burlington Northern (Oregon-Washington) Inc.

(2) Estimated cost of installation: $ 300.00 ***

(3) Who will pay for said installation?

Name of Party	Percent of Cost
State	100%

(4) Who will maintain these devices? Burlington Northern (Oregon-Washington) Inc.

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost
Burlington Northern (Oregon-Washington) Inc.	100%

*** Include cost of furnishing the protective devices(s).

14. (Continued)

b. Protection type: Stop clearance lines and advance pavement stencil

Number of such devices 2 ; To be located as follows: each side of crossing

Stop clearance lines on both sides of crossing. Advance pavement stencil on north approach.

(1) Who will perform the installation? State

(2) Estimated cost of installation: $ 400.00

(3) Who will pay for said installation?

Name of Party	Percent of Cost
State	100

(4) Who will maintain these devices? Linn County

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost
Linn County	100

c. Protection type: Advance warning sign

Number of such devices: 1 ; To be located as follows: on north approach

(1) Who will perform the installation? State

(2) Estimated cost of installation: $ 200.00

(3) Who will pay for said installation?

Name of Party	Percent of Cost
State	100

(4) Who will maintain these devices? Linn County

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost
Linn County	100

NOTE: Add 14d, e, etc., on separate sheet, if needed.

If Commissioner's Standard No. 2, 2B or 4 signals are to be installed, describe how motorist will be protected from striking these signals. RURAL TYPE GUARDRAIL, MODIFIED RURAL TYPE GUARDRAIL (describe modification), URBAN TYPE GUARDRAIL OR NON-MOUNTABLE CURBING.

15. Protection at signal: N/A

Number of such devices: _____; To be located as follows: _____

(1) Who will perform the installation? _____

(2) Estimated cost of installation: $ _____

(3) Who will pay for said installation?

Name of Party	Percent of Cost

(4) Who will maintain these devices? _____

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost

16. Who will construct the crossing?

a. Between the rails and for a distance of two feet outside thereof:

Burlington Northern (Oregon-Washington) Inc.

Estimated cost of this portion: $ 5,000.00

Note: These costs include rail renewal, compromise joints, ballasting, ties, tie plates, angle bars, crossing materials and installation of all these items.

b. Remainder of crossing area: State

17. Who will pay for such construction and in what proportion?

a. Between the rails and for a distance of two feet outside thereof:

State 100%

b. Remainder of crossing area: State 100%

18. Who will maintain the crossing?

a. Between the rails and for a distance of two feet outside thereof:

Burlington Northern (Oregon-Washington) Inc. 100%

b. Remainder of crossing area: Linn County 100%

19. Who will pay for said maintenance?

a. Between the rails and for a distance of two feet outside thereof:

Burlington Northern (Oregon-Washington) Inc. 100%

b. Remainder of crossing area: Linn County 100%

20. If automatic protective devices are (to be) installed at the crossing, please answer the following:

a. What type of device will be used to activate them?

(Each track of the crossing should be covered in the answer. Example: Main track--constant warning time device (predicters); Siding track—motion sensing type equipment; Spur tracks--island circuits.)

N/A

b. If automatic gates are to be installed, are there any overhead wires or other obstacles which might impair the operation of the gate arms?

_____ (yes/no) If so, describe the obstacles, identify the owner and make the owner a party in interest in this matter.

SECTION V. -- (To be completed by all.)

41. Upon completion of this project, will it be possible to close any existing grade crossing(s) in the area? No (yes/no)

If yes, list and explain: _____

If no, explain why not: Existing crossings are needed by motoring public.

42. Other items of construction and cost distribution:

* * * *

I, _____, being first duly sworn, say I am the applicant in the within entitled cause, and that the foregoing application is true, as I verily believe.

_____

STATE OF OREGON)
) ss.
County of)

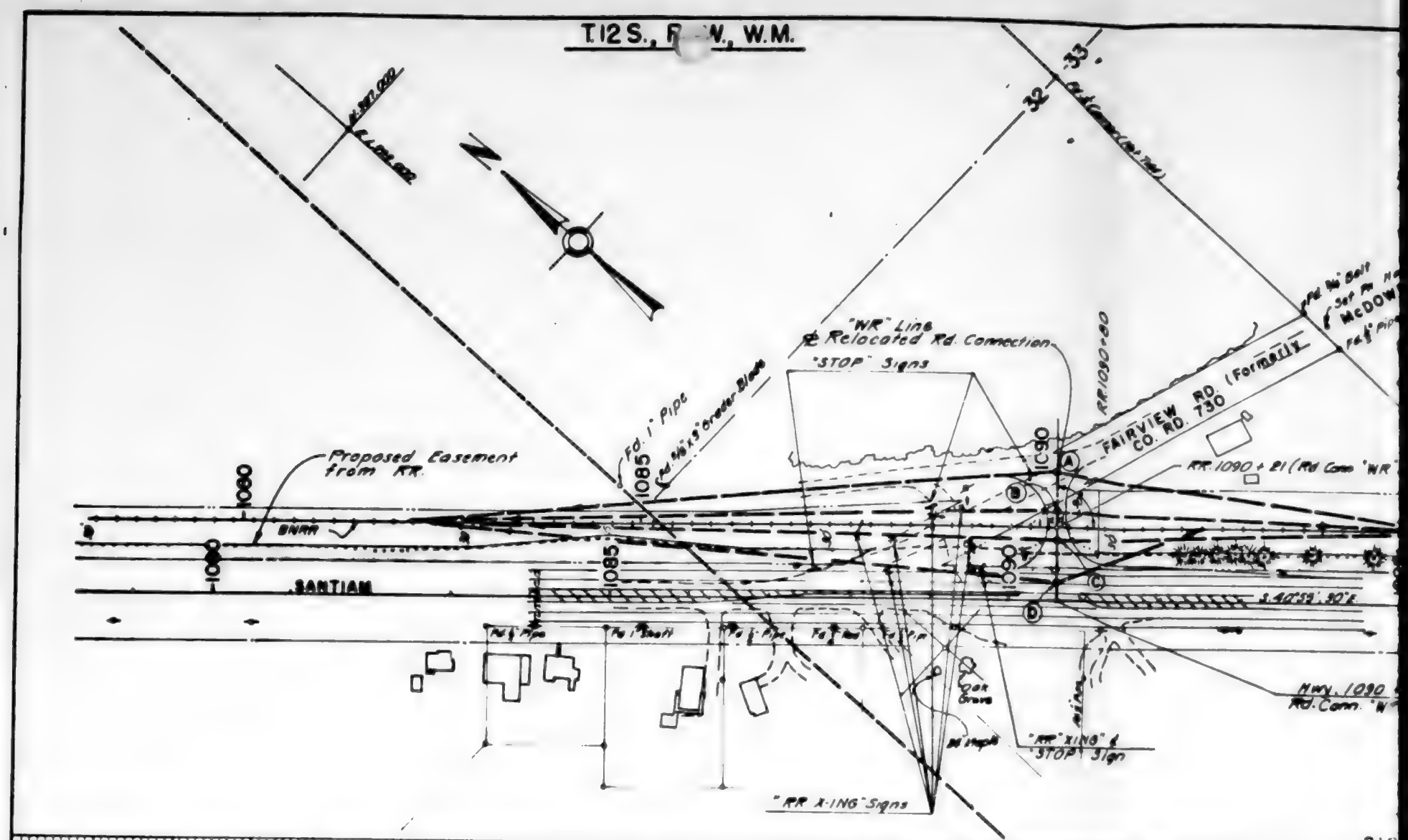
Subscribed and sworn to before me this 13th day of November, 1981.

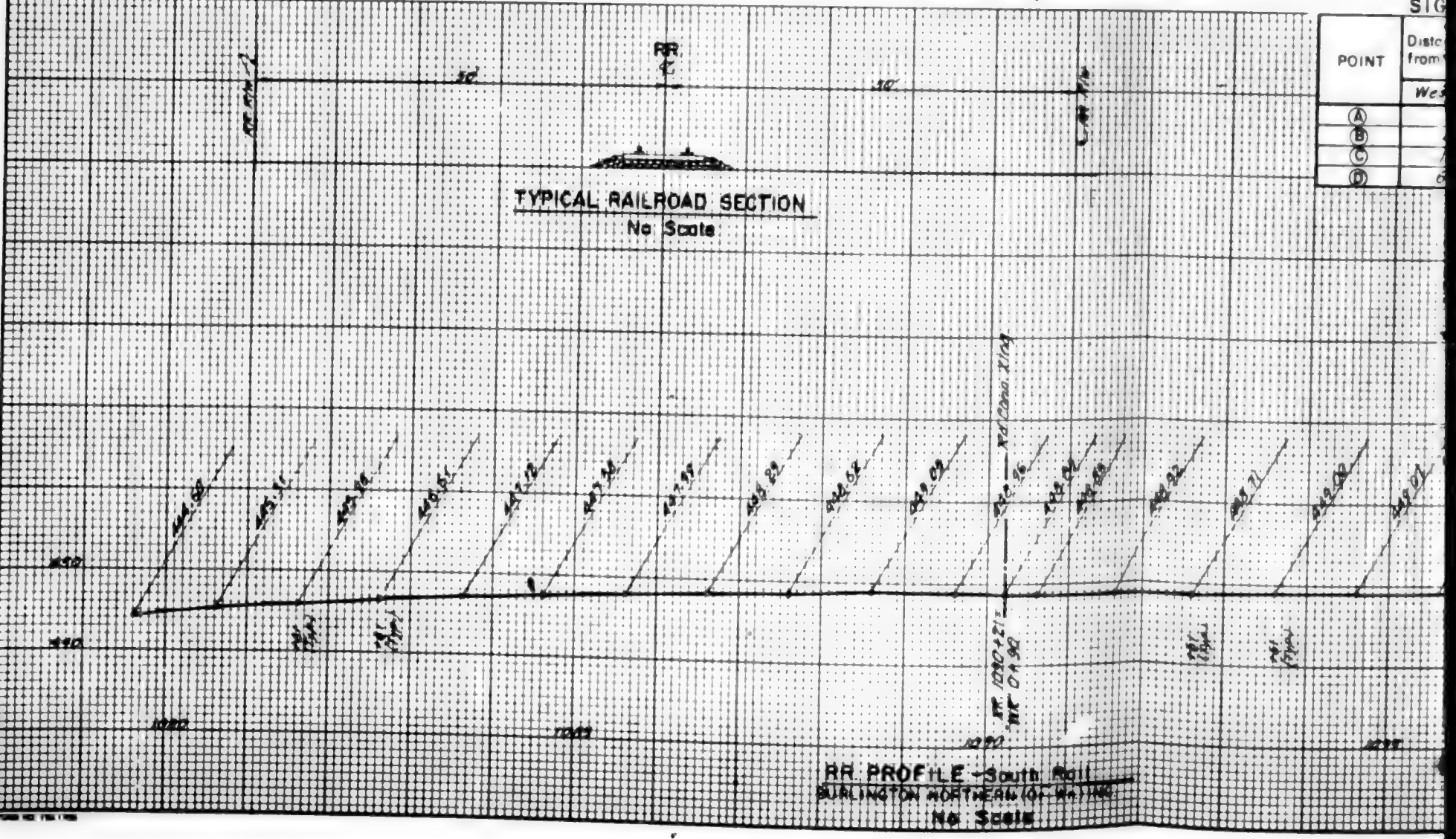
_____
(Notary Public for Oregon)

My Commission Expires: 12-15-84

PUC Form 202 (30) 1-80
Signature Page

T.12 S., R. W., W.M.





SIG

POINT	Distc from
	We
A	
B	
C	
D	

PUC. 98-20-8

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION

PUC MAP & PROFILE

BURLINGTON NORTHERN (Oregon-Washington) INC.

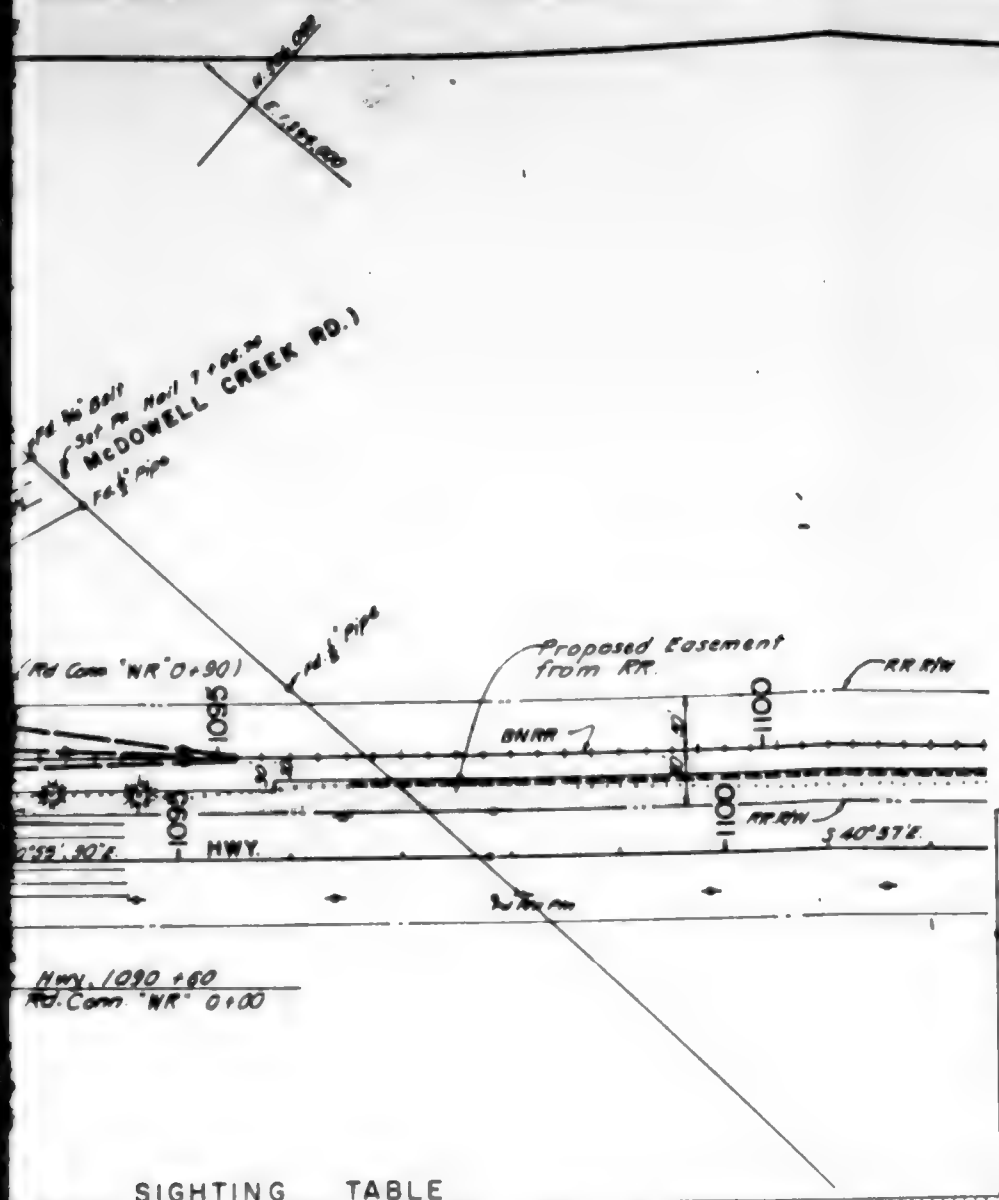
Fairview Road Grade X-ing

VAIL CREEK-SWEET HOME SEC.
SANTIAM HIGHWAY
LINN CO.

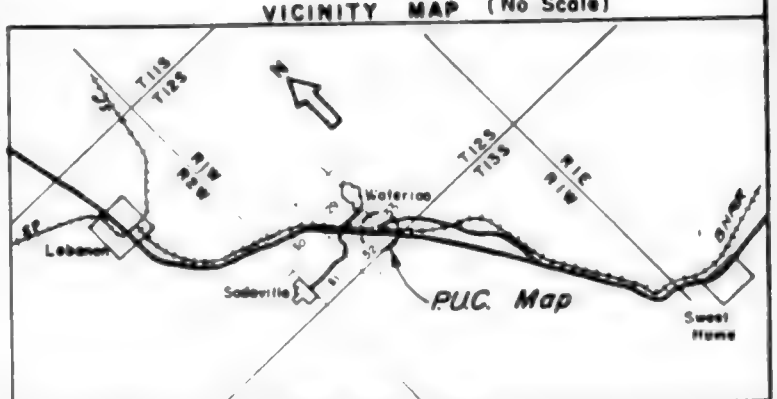
SCALE AS SHOWN — NOVEMBER, 1981

PUC. DRG. 98-20-8

SCALE IN FEET
0 50 100 200 300 400

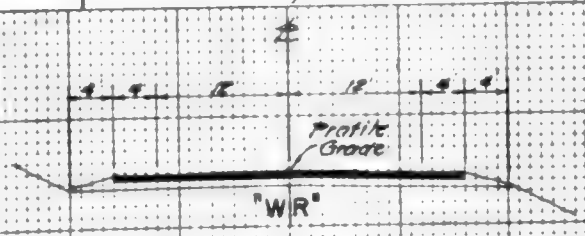


VICINITY MAP (No Scale)

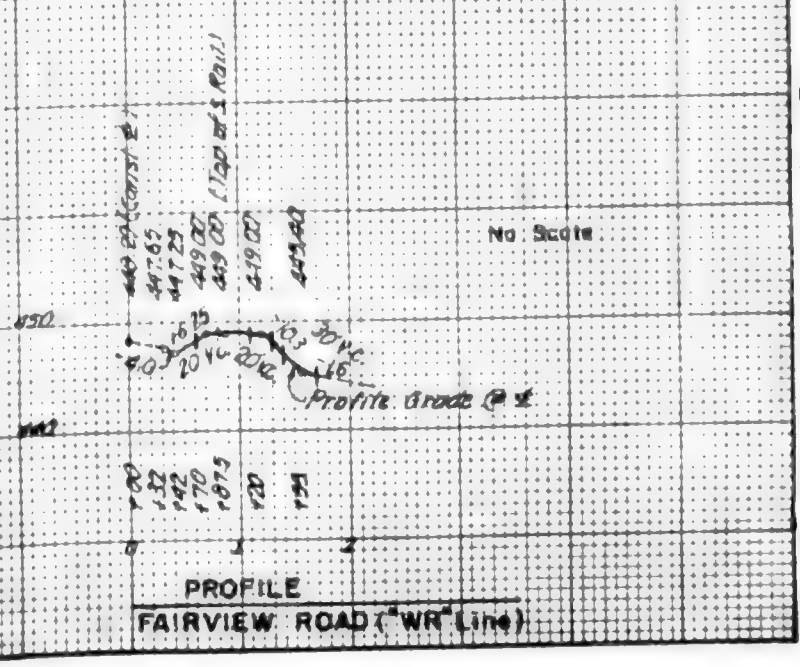


SIGHTING TABLE

POINT	Distance Along "WR" Line from Crossing to Point		Greatest Distance from Crossing RR Engine can be at Sighting	
	Westerly	Easterly	Northerly	Southerly
(A)		69'	800'	500'
(B)		18'	800'	500'
(C)	18'		800'	600'
(D)	69'		800'	800'



TYPICAL ROADWAY SECTION
FAIRVIEW (McDowell) RD.
No Scale



PROFILE
FAIRVIEW ROAD ("WR" Line)

Fairview Rd. PUC. 98-20-8

PUC Docket No. SXF _____

PUC Crossing No. 3S-19.50

DOT-AAR Crossing No. 66 544G

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

APPLICATION FOR AUTHORITY in connection with a proposed railroad-highway crossing project.

Formal Title:

In the Matter of the Application of Oregon Department of Transportation, Highway Division (name of applicant) for Linn County

for the authority, pursuant to ORS 763. 030 (020/030/040), to alter (construct/alter/change protection at/relocate/close) a grade (grade/separated) crossing of Waterloo Road (name of street or highway) and Burlington Northern (Oregon-Washington) Inc. (name of railroad company) Santiam Branch (name of railroad main or branch line or other trackage) Near (in/near) Waterloo (name of city/town/rail station), Linn (name of county) County, Oregon.

Check one of the following:

Allocation of funds from one of the following sources is requested or expected --

[ ] State grade crossing protection account (ORS 763.270, .280, .290).
Estimate of dollar cost to fund: $_____

[X] Federal-Aid Highway System funds.*

[ ] Other Federal Funds.*

[ ] None of above.

*If Federal funding assistance is expected, please give appropriate federal statutory provision.

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

APPLICATION FOR AUTHORITY in connection with a proposed railroad-highway crossing project

---

Check one of the following and answer all of Section 1, plus all other parts of the application indicated beside that item.

(1) ____ Construction of a new public highway/bikeway over an existing railroad at grade.
Answer: Sec. I, II, V, as appropriate.

(2) ____ Construction of a new railroad track or tracks over an existing public highway at grade.
Answer: Sec. I, II, V, as appropriate.

(3) ____ Construction of a new public highway over or under an existing railroad.
Answer: Sec. I, III, V and #12 (a)(1), and 11 (b)(1).

(4) ____ Construction of a new railroad track or tracks over or under an existing public highway.
Answer: Sec. I, III, V and #12 (a)(1), and 11 (b)(1).

(5) X Alteration/relocation of an existing public highway at an existing grade crossing.
Answer: Sec. I, II, V.

(6) ____ Alteration or relocation of existing railroad trackage at an existing grade crossing.
Answer: Sec. I, II, V.

(7) ____ Separation of an existing grade crossing. Answer: Sec. I, III, V and #12 (a)(1) and (b)(1).

(8) ____ Alteration of an existing separated crossing. Answer: Sec. I, III and V.

(9) ____ Removal of a track or tracks from an existing grade crossing. (If this is all that is involved, no application is required. Please notify us in writing.)

(10) ____ Addition of a track or tracks at an existing grade crossing. (See (6) above and answer as indicated.)

(11) ____ Addition of protective devices at an existing crossing.

(12) ____ Addition or removal of stop sign protection at an existing crossing. (Simplified form 204 (31) 10-77 may be used if this is all that is involved. Otherwise, answer as indicated under (5) above.)

(13) ____ Closure of an existing grade crossing. Answer: Sec. I, IV and the applicable portions of #'s 11, 12 and 13.

(14) ____ Other (please specify)_____

NOTE: IF ANY PAGE WHEN COMPLETING THIS FORM, IF IT IS FOUND THAT NO RESPONSES ARE REQUIRED ON ANY PARTICULAR PAGE(S), PLEASE OMIT SUCH PAGE(S) FROM YOUR APPLICATION. ALL SUCH OMISSIONS MUST BE SPECIFIED ON THE SIGNATURE PAGE.

IMPORTANT: PLEASE READ NOTE AT BOTTOM OF PRECEDING PAGE BEFORE COMPLETING THIS FORM.

NOTE TO APPLICANT: If assistance in completing this form is desired, please call 378-6659. On a question involving railroad data, the railroad involved can usually provide assistance as well:

Burlington Northern, Engineering Dept.	241-6312	(Portland)
Southern Pacific, Division Engineer	228-8181	(Portland)
Union Pacific, Public Projects Engineer	249-2591	(Portland)
or--	(208)-232-4450	(Pocatello, Idaho)

(Pocatello should be called for Union Pacific lines east of Huntington, including the line to Burns.)

SECTION I. (To be filled out completely by all applicants.)

1. Name of Applicant: Oregon Department of Transportation, Highway Division for Linn County

   Address: State Highway Building, Salem, OR 97310

   Name of Applicant's Contact Person and Telephone No. Roger D. Trygstad - 378-6511

2. Statutory authority under which this application is made: ORS 763. 030
   (020/030/040)

   Note: If a new grade crossing is proposed — ORS 763.020; if an existing grade or separated crossing is to be altered — 763.030; if a new separated crossing is proposed — ORS 763.040.

3. Location of the proposed project:

   a. Railroad milepost 19.50

   b. City _____

   c. Nearest railroad station Waterloo

   d. County Linn

   e. The proposed project is to be in the NE 1/4 of the NW 1/4 of Section 32, Township 12S, Range 1W, W. M.

4. a. Name of public highway involved in this project:

   Waterloo Road

   b. Name of public authority with jurisdiction over this highway:

   Linn County

5. Name of railroad involved in this project: Burlington Northern (Oregon-Washington) Inc.

   Santiam
   (include name of branch, main line or other track)

6. List the proper parties in interest in this matter and their address:

   a. Pacific Power and Light Co.

   b. Linn County

   c. Burlington Northern (Oregon-Washington) Inc.

   d. _____

   e. _____

   f. Oregon Department of Transportation, Highway Division

   Have you served each of these parties with a copy of this application? No
   (yes/no)

   If yes, please provide certificate of such service. (We would prefer to serve the application ourselves.)

7. Describe the project in det[illegible] (including any street widening, curbi[illegible] guardrail, realignment, etc.):

Waterloo Road will be moved approximately 65 feet southeasterly from present crossing. This move will make the crossing at approximately 90°.

8. a. Is the project contemplated required by the public safety, necessity, convenience and general welfare? Yes
(yes/no)

b. If yes, why? Provides a right angle crossing.

9. Is the crossing involved (to be) a separated crossing? _____
(yes/no)

SECTION II. Grade Crossings (If a separated crossing is involved in this application, answer 11a(2), 11[illegible]), 12a(1) and 12b(1), then go on to Section III.)

10. Is it possible or practical to construct a separated crossing at this location? No (yes/no)

If no, why not? The cost is too great for the amount of traffic.

11. Physical description of the crossing:

a. The Highway

(1) Alignment --Describe the highway alignment for 500 feet on each approach, both before and after the project:

Before: Waterloo Road crossed the railroad tracks at a 47° angle and intersected the Santiam Highway at the same angle.

After: At 120 feet from old crossing, Waterloo Road will curve and cross railroad at 90° and intersect the Highway at the same angle.

(2) *Width--The highway is 20 feet wide at the crossing at present; after completion of the project, it will be 32 feet wide at the crossing; consisting (from E (N or E) to W (S or W)) of:

At present--	After completion--
Shoulder** of ✓ feet	Shoulder of 4 feet
1 lane(s) at 10 ft. ea.	1 lane(s) at 12 ft. ea.
Median of [illegible] feet	Median of 0 feet
1 lane(s) at 10 ft. ea.	1 lane(s) at 12 ft. ea.
Shoulder of [illegible] feet	Shoulder of 4 feet

* Measurement of highway width should be along a line perpendicular to the centerline of the highway, 15 feet from the centerline of track.

** If highway is curbed to crossing, "shoulder" is assumed to mean "parking area."

11.a. (continued)

(3) Surface--	At present:	After completion:
Width between rails (measured perpendicular to the roadway centerline):		
Type of surface of traveled way:		
on approaches	Asphaltic Concrete	Asphaltic Concrete
at crossing	Asphaltic Concrete	Asphaltic Concrete
Type of surface on shoulders;	Asphaltic Concrete	Asphaltic Concrete
Condition of surface:		
on approaches	Good	New
at crossing	Good	New
Is highway curbed on the approaches?	No	No
Is there one or more sidewalks at this crossing?	No	No

If either answer to the above question(s) is "Yes," please describe below, including width and location of each sidewalk:

L-

(4) Gradient, going toward crossing on--	At present:	After completion:
E (N or E) approach	± - 0.8 %	± - 0.8 %
W (S or W) approach	± + 8.0 %	± + 8.0 %

(5) Nearest public roadway intersection on each approach--

(a) E (N or E) approach: 2000 ft; ADT unknown

(b) W (S or W) approach: 100 ft; ADT 7100

Name of road or highway:

(a) 8th Street

(b) Santiam Highway

Public authority with jurisdiction over road or highway:

(a) City of Waterloo

(b) Oregon Department of Transportation

(If different public authority than that with jurisdiction over road at crossing, please add name to list of parties in interest in this matter--see item 6 of this application form.)

Are traffic signals (to be) installed at either of these intersections?

(a) No (yes/no); (b) No (yes/no).

11.a. (Continued)

If yes to either, please explain below which intersection(s) is (are) (to be) signalized, and whether or not this signalization is (to be) interconnected with track circuits on the railroad. If it is, are part-time turn restriction signs (to be) installed? (If there is to be interconnected circuitry, please include the interconnection and part-time turn restriction signs as items of protection proposed herein. If traffic signals at the adjacent intersection are to be installed in connection with this project, they should also be listed under item 14 herein and a signal operation matrix should accompany the application. The State Grade Crossing Protection Account can participate in funding only for costs of the actual interconnection of the traffic signals with the railroad signals and circuitry.)

No signals.

(6) a. Describe how the crossing is now protected. (For example: 2 crossbucks, 2 stop signs, 2 advance warning signs.) Please indicate which of these devices will be removed upon completion of this project:

Two (2) crossbucks, two (2) pavement markings, one (1) advance warning sign.

b. Are all the devices to remain up to current standards? _____

b. The Railroad

	At present:	After completion:
(1) Number of tracks--	1	1

Name of each track from _____ (N or E) to _____ (S or W):

Santiam Branch

(2) Angle of intersection-- 47 ° 90 °

If more than one track-highway angle exists, please give details below, track by track:

(3) Alignment--Describe the railroad track(s) for 500 feet in each direction, both before and after the project:

Tangent 500 feet each side of grade crossing both before and after.

11.b. (Continued)

(4) Nearest switch--	At present:	After completion:
E (N or E) of crossing:	3265 ft.	3200 ft.
W (S or W) of crossing:	6000 ft.	6000 ft.

12. Use of the crossing:

a. The Highway

(1) Average daily traffic volume--

At present: 590 ; After completion 590 ;

(2) Speed of vehicles (estimated 85th percentile speed)--

	At present:	Expected after completion
At SSD* from crossing on E (N or E) approach:	35 mph	35 mph
on W (S or W) approach:	35 mph	15 mph
At crossing:	35 mph	15 mph
Posted speed limit on approaches:	35 mph	35 mph
(3) Direction of traffic flow:	E & W (N & S, etc.)	E & W

b. The Railroad

(1) Train movements-- (avg. per day)

	At present:	Expected after completion:
Freight trains:	4	4
Switching movements:	0	0
Passenger trains:	0	0

(2) Speed of trains--

Maximum allowable:	25 mph	25 mph
Typical:	mph	mph
Slowest Normal:	14 mph	14 mph

13. Visibility at the crossing from the standpoint of the approaching motor vehicle operator:

a. Of approaching trains--

(1) From a "stop" position (approx. 18 feet from edge of nearest rail) on the . . .	The motor vehicle operator can see along the railroad . . .
E (N or E) approach:	1000 ft. to right; 1000 ft. to left
W (S or W) approach:	1000 ft. to right; 1000 ft. to left

*Safe Stopping Distance (see table page 7).

13. a. (Continued)

(2) From a "safe stopping distance" (see table below) on the . . .

The motor vehicle operator can see along the railroad . . .

E (N or E) approach: 210 ft. to right; 1000 ft. to left

W (S or W) approach: 210 ft. to right; 1000 ft. to left

If these sight distances will be changed on completion of the project, please explain below:

In the SE quadrant - remove small shrubs.

NOTE: TABLE OF SAFE STOPPING DISTANCES ("SSD")

Typical Approach Speed	"SSD"	Typical Approach Speed	"SSD"	Typical Approach Speed	"SSD"
10 mph	44 ft.	30 mph	169 ft.	50 mph	360 ft.
15 mph	69 ft.	35 mph	210 ft.	55 mph	418 ft.
20 mph	98 ft.	40 mph	256 ft.	60 mph	481 ft.
25 mph	131 ft.	45 mph	306 ft.		

b. Of the proposed protective devices--

(1) Will vision of the protective devices to be installed at the crossing be obstructed on the main approach road within 1000 feet of the crossing?

No (yes/no) If yes, please explain by what and at what point it will be obstructed:

(2) If roadside-mounted protective devices (such as "STOP" signs or Standard No. 2 flashing light signals) are to be installed at the crossing, is the approaching driver's vision of these devices likely to be totally or partially obscured by parked vehicles? _____ (yes/no)

If yes, explain how you propose to overcome this problem. If no, why not?

Proposed no parking on Waterloo Road 150 feet from crossing to crossing on easterly approach.

14. List the number and types of protective devices to be installed at the crossing and on its approaches.

TYPES OF DEVICES (refer to rule OAR 860-42-060)

Standard No. 1M, multiple track sign
Standard No. 1P, reflectorized crossbuck for pedestrian crossings only
--Standard No. 1R, reflectorized crossbuck
Standard No. 1S, vehicle stop sign (to stop vehicles)
Standard No. 1T, railroad stop sign (to stop trains)
Standard No. 2, flashing light signal
Standard No. 2B, cantilevered flashing light signal
Standard No. 2P, flashing light signal for pedestrian crossings only
* Standard No. 4, automatic gate signal
Activated advance warning sign with message "PREPARE TO STOP WHEN LIGHTS FLASH."
--Standard stop clearance lines
Standard "EXEMPT" sign
Standard advance "EXEMPT" sign
** Standard part-time turn restriction sign
Standard "DO NOT STOP ON TRACKS" sign
--Standard advance warning sign
Standard "STOP AHEAD" sign
Standard advance warning pavement markings
Standard highway guardrail (urban or rural)
Non-mountable curb
Traffic signals at crossing
** Traffic signals at adjacent intersection

* To be used in conjunction with Standard No. 2 or No. 2B signals. Please indicate which it will be.
** Please furnish description of traffic signal operation, including a signal operation matrix upon train preemption.

a. Protection type: Standard #1 R reflectorized crossbuck.

Number of such devices: 2 ; To be located as follows: each side of crossing

(1) Who will perform the installation: Burlington Northern (Oregon-Washington) Inc.

(2) Estimated cost of installation: $ 300.00 ***

(3) Who will pay for said installation?

Name of Party	Percent of Cost
State	100%

(4) Who will maintain these devices? Burlington Northern (Oregon-Washington) Inc.

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost
Burlington Northern (Oregon-Washington) Inc.	100%

*** Include cost of furnishing the protective devices(s).

14. (Continued)

b. Protection type: St.. clearance lines and advance pa ment stencils

Number of such devices _____; To be located as follows: Stop clearance lines both sides of crossing. Advance pavement stencil on north approach.

(1) Who will perform the installation? State

(2) Estimated cost of installation: $ 400.00

(3) Who will pay for said installation?

Name of Party	Percent of Cost
State	100%

(4) Who will maintain these devices? Linn County

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost
Linn County	100%

c. Protection type: Advance warning sign

Number of such devices: 1 ; To be located as follows: On north approach

(1) Who will perform the installation? State

(2) Estimated cost of installation: $ 200.00

(3) Who will pay for said installation?

Name of Party	Percent of Cost
State	100%

(4) Who will maintain these devices? Linn County

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost
Linn County	100%

NOTE: Add 14d, e, etc., on separate sheet, if needed.

If Commissioner's Standard No. 2 2B or 4 signals are to be installed, describe how motorist will be protected from striking these signals. RURAL TYPE GUARDRAIL, MODIFIED RURAL TYPE GUARDRAIL (describe modification), URBAN TYPE GUARDRAIL OR NON-MOUNTABLE CURBING.

15. Protection at signal: N/A

Number of such devices: _____; To be located as follows: _____

(1) Who will perform the installation? _____

(2) Estimated cost of installation: $_____

(3) Who will pay for said installation?

Name of Party	Percent of Cost

(4) Who will maintain these devices? _____

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost

16. Who will construct the crossing?

a. Between the rails and for a distance of two feet outside thereof:

Burlington Northern (Oregon-Washington) Inc.

Estimated cost of this portion: $ 5000.00

Note: These costs include rail renewal, compromise joints, ballasting, ties, tie plates, angle bars, crossing materials and installation of all these items.

b. Remainder of crossing area: State

17. Who will pay for such construction and in what proportion?

a. Between the rails and for a distance of two feet outside thereof:

State 100%

b. Remainder of crossing area: State 100%

18. Who will maintain the crossing?

a. Between the rails and for a distance of two feet outside thereof:

Burlington Northern (Oregon-Washington) Inc. 100%

b. Remainder of crossing area: Linn County - 100%

19. Who will pay for said maintenance?

a. Between the rails and for a distance of two feet outside thereof:

Burlington Northern (Oregon-Washington) Inc.

b. Remainder of crossing area: Linn County

20. If automatic protective devices are (to be) installed at the crossing, please answer the following:

a. What type of device will be used to activate them?

(Each track of the crossing should be covered in the answer. Example: Main track--constant warning time device (predictors); Siding track—motion sensing type equipment; Spur tracks--island circuits.)

N/A

b. If automatic gates are to be installed, are there any overhead wires or other obstacles which might impair the operation of the gate arms?

_____ (yes/no) If so, describe the obstacles, identify the owner and make the owner a party in interest in this matter.

SECTION V. -- (To be completed I .11.)

41. Upon completion of this project, will it be possible to close any existing grade crossing(s) in the area? No
(yes/no)

If yes, list and explain: _____

_____

_____

If no, explain why not: Existing crossings are needed by motoring public.

_____

_____

42. Other items of construction and cost distribution:

_____

_____

_____

_____

* * * *

I, E. J. Hunter, _____, being first duly sworn, say I am the applicant in the within entitled cause, and that the foregoing application is true, as I verily believe.

E. J. Hunter

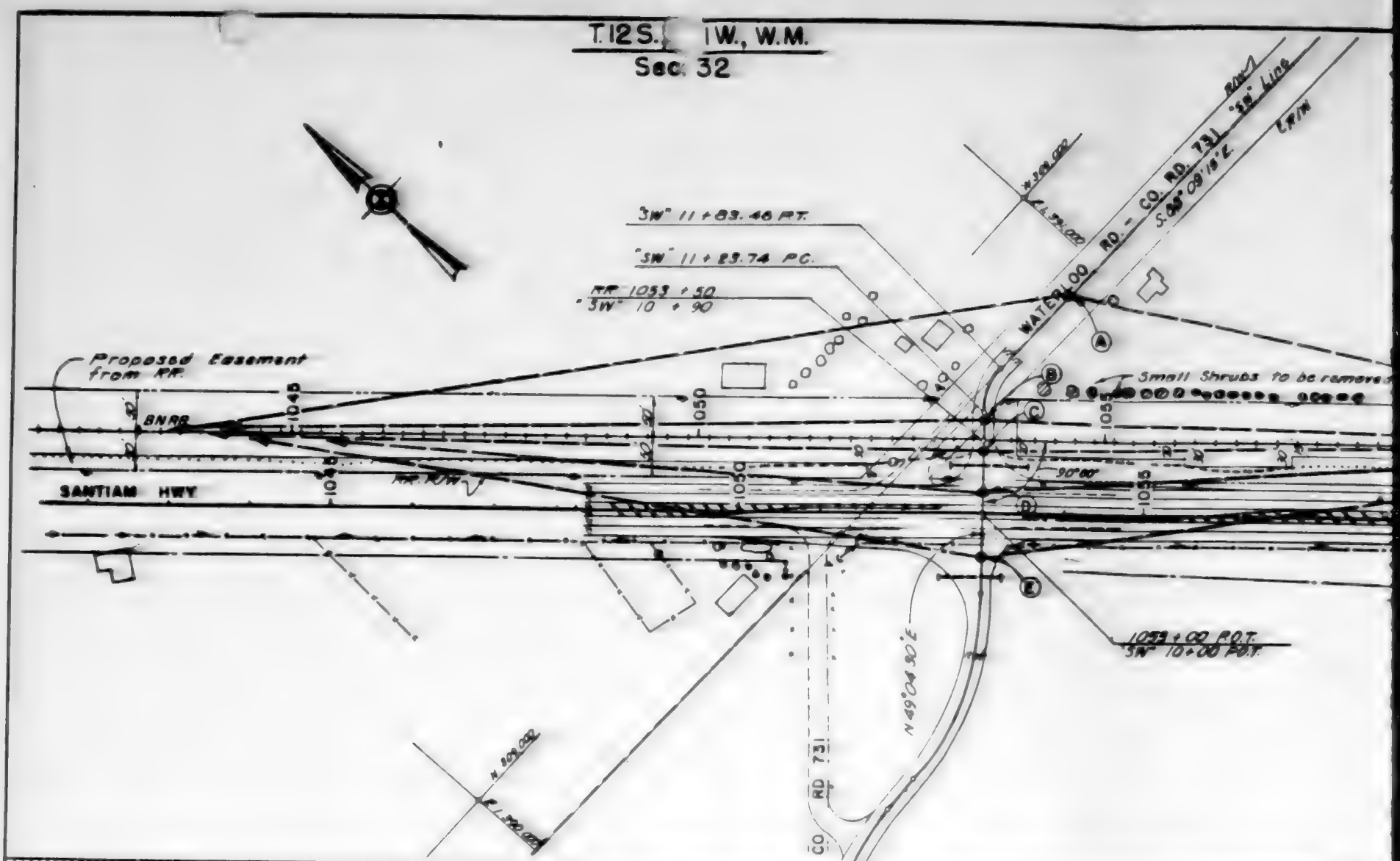
STATE OF OREGON)
) ss.
County of)

Subscribed and sworn to before me this 3 day of November, 1971.

(Notary Public for Oregon)

My Commission Expires: 2-[illegible]-75

T.12S. 1W., W.M.
Sec. 32



TYPICAL RAILROAD SECTION
No Scale

RR. PROFILE - South Rail
BURLINGTON NORTHERN (On "SW" Line)
No Scale

P.U.C. 98-20-9

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION

P.U.C. MAP & PROFILE

BURLINGTON NORTHERN (Oregon-Washington) INC.

Sodaville-Waterloo Road

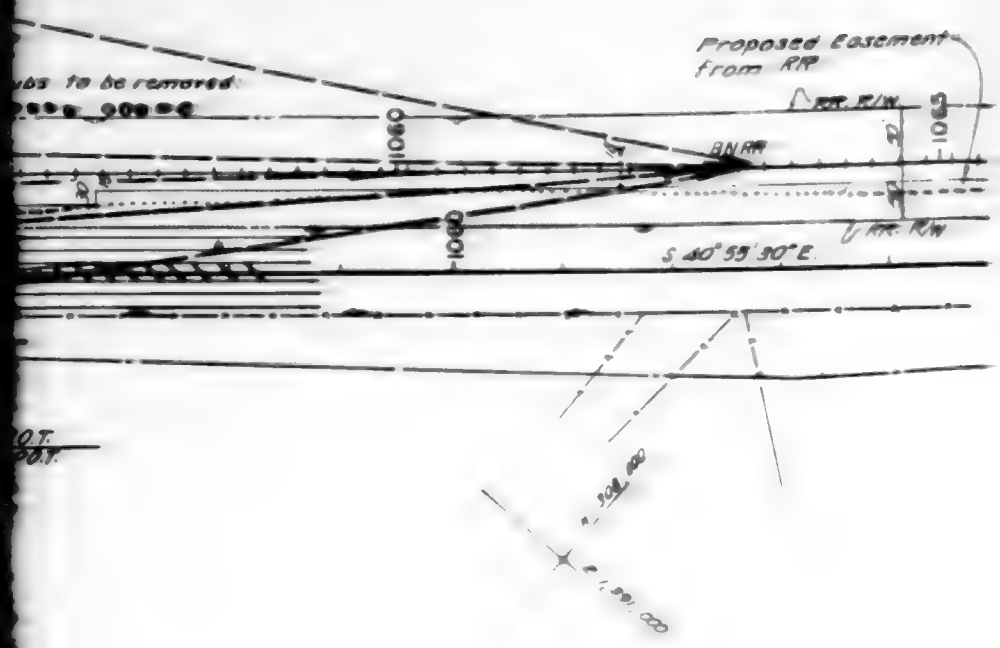
Grade Xing

VAIL CREEK-SWEET HOME SEC.
SANTIAM HIGHWAY
LINN CO.

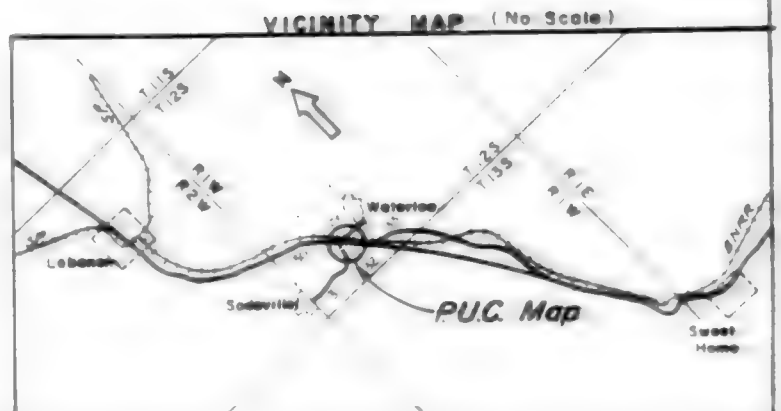
SCALE AS SHOWN — NOVEMBER, 1981

P.U.C. DRG. 98-20-8

SCALE IN FEET
0 50 100 200 300 400

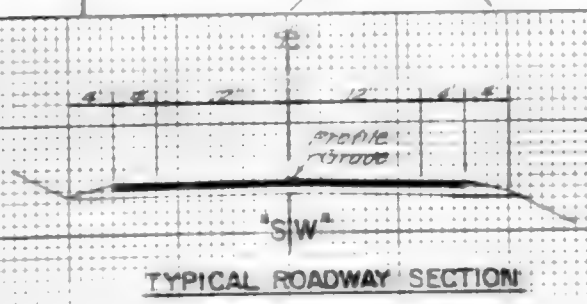


VICINITY MAP (No Scale)

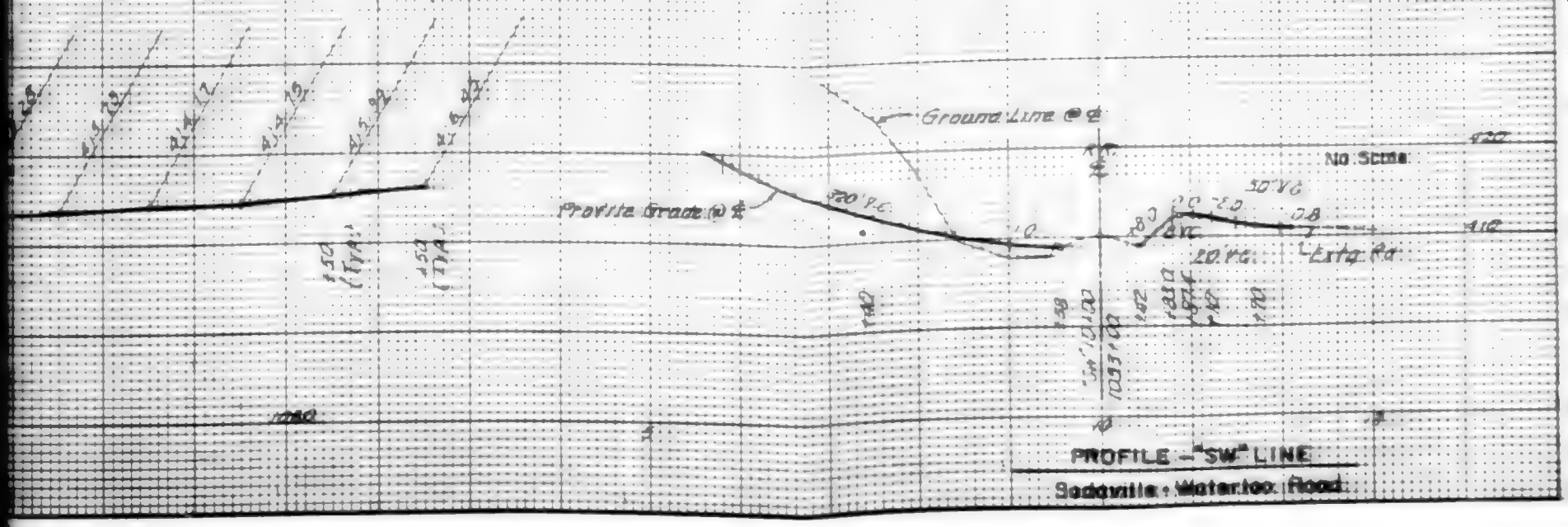


SIGHTING TABLE

POINT	Distance Along "SW" Line from Crossing to Point.		Greatest Distance from Crossing RR Engine can be at Sighting.	
	Easterly	Westerly	Northerly	Southerly
A	200'		1000'	000'
B	18'		1000	1000'
C		18'	1000'	1000'
D		69'	1000'	1000'
E		150'	1000'	1000'



TYPICAL ROADWAY SECTION
Sodaville - Waterloo Road
No Scale



PROFILE - "SW" LINE
Sodaville - Waterloo Road

Sodaville - Waterloo Rd P.U.C. 98-20-9

1982 Chemawa Rd.-Greenwood Dr. 9486
Sec. on FAU 1705 (N. River Rd.)
(Grading, Paving and Signals)

ic

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: M-HES-1705(8)

2. STATE PROJECT NO.: See Below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 80302

2A. COUNTY NAME: Marion

6. TO:

Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

RECEIVED
STATE HWY ENGR
MAR 6 '87
REFER TO
FOR
Info | Invest | R/D | D/B | Appr | Act | File

7. DATE AUTHORIZATION EFFECTIVE: December 29, 1986

8. FEDERAL ROUTE NUMBER: FAU 1705

9. STATE ROUTE NUMBER: County Road

10. GENERAL LOCATION:

Chemawa Road - Greenwood Drive

11. GENERAL DESCRIPTION OF WORK

Monumentation of the Right-of-Way centerline

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- [ ] PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- [ ] PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- [ ] ACQUISITION OF RIGHT-OF-WAY
- [ ] CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- [X] CONSTRUCTION PROCEED ON FORCE ACCOUNT BASIS
- [ ] OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, we approve the advance authorization date of 12/29/86 as requested in Mr. Fredrickson's letter of 2/25/87 as being cost effective for the use of State forces to proceed with the above work.

State Force Order No. 7 is approved to a TEC of $2,000; Federal Funds $1,800.

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
3/3/87		For Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

CST

U.S. Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

cc: OSHD (H S Coulter)

REGION NO.	REPORT NO.	COUNTY	DIVISION
10	2	Marion	Oregon

DATE OF REPORT	REPORT MADE BY	PROJECT NO.
2-12-85	Bill Kappus, Area Engineer	M-HES-1705(8)

COMPLETION DATE (Actual)	ACCEPTANCE DATE BY CONRTACT AGENCY	TIME ELAPSED	CONTRACT TIME
1-11-83	9-27-84	100 %	200 CD

LOCATION

See below

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)
A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

CHEMAWA ROAD-GREENWOOD DRIVE
NORTH RIVER ROAD (KEIZER)
Grading, Drainage, Paving & Signals

This project provided for widening an existing 4-lane facility to provide for a continuous left-turn lane. Multiphase traffic signals were also installed at the intersections of Chemawa Road, Dearborn Avenue and Cummings Lane.

There were no major overruns or underruns and no contract claims.

A final inspection of the completed project was made June 2, 1983.

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
FEB 22 '85
REFER TO
Fredrickson
FOR
Info | Invest | R/D | D/R | Agen | Act | Inv

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE: Bill Kappus (Signed) WILLIAM H KAPPUS Area Engineer		SIGNATURE: G. K. Hossner (Signed) Field Operations Engineer	
TITLE: Area Engineer	DATE: 2/19/85	TITLE: Field Operations Engineer	DATE: 2/21/85

October 5, 1984

Industrial Indemnity Company
421 SW Sixth Avenue
Portland, OR 97204

CON 5
#9486

Gentlemen or Ladies:

On October 4, 1984, we wrote to you concerning release of final payment on Contract No. 9486 awarded to Fabricators, Incorporated for work on the Chemawa Road-Greenwood Drive Section of FAU 1705 in Marion County.

Final payment on this contract is $2,000.00. The total contract amount is $646,146.81 including $3,848.16 for work performed under force account.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

kjm
cc: Fabricators, Incorporated
2705 Lancaster Drive, NE
Salem, OR 97305

bc: C. O. Fredrickson
Walt Hart
Duane Christensen

7420

TO BE COMPLETED BY FHWA		Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 4-134	U.S. Department of Transportation Federal Highway Administration	State: Oregon
PROJECT REPORT NUMBER	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT 4-12-84	County: Marion
MODIFICATION NUMBER 2		Project Number: M-HES-1705(8)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on June 22, 19 82, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	250,000.00 (141) $ 505,150.00 (W32)	250,000 (141) 517,267 (W32)
Federal funds	225,000.00 (141) $ 413,360.00 (W32)	225,000 (141) 423,277 (W32)
Other revisions		

This modification is made for the following reasons:

To include increase in construction costs and construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 12th day of April, 1984.

Oregon State Highway Division
(Official name of Highway Agency)

By Mary Ann Potter

Manager, Program Section
(Title)

xx For H. S. Coulter

State Highway Engineer
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

Gen File

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON, MARCH 27, 1984

FEDERAL AID PROJECT NO. M-HES-1705(8)

Chemawa Rd.-Greenwood Dr. Section
County Road in Marion County

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE Y008
C[illegible]nelization (Sta. 94+40 to Sta. 107+00 & Sta. 115+50 to Sta. 118+15)

ITEM	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT
Cement Treated Base	15.00	1,668	25,020.00	2,090	$31,350.00
		Subtotal	$25,020.00		$31,350.00

Increase	$ 6,330.00
Subtotal of Prev. Estimate	230,211.35
Subtotal	236,541.35
Engineering	33,458.65
Total	$270,000.00

TYPE CODE Y031
T[illegible]fic Signals (Cummings Lane)

Total the same as previous estimate June 9, 1982 $ 65,852.00

TYPE CODE Y008
Channelization (Sta. 107+00 to Sta. 115+50)

Cement Treated Base	15.00	834	12,510.00	1,100	16,500.00	
		Subtotal	$12,510.00		$16,500.00	
					Increase	$ 3,990.00
				Subtotal of Prev. Estimate		116,643.50
					Subtotal	$120,633.50
					Engineering	16,366.50
					Total	$137,000.00

TYPE CODE Y031
Traffic Signal (Dearborn Ave.)

Total the same as previous estimate of June 9, 1982 — $ 69,936.00

TYPE CODE Y008
Channelization (Sta. 118+15 to Sta. 124+35)

Total the same as previous estimate of August 16, 1983 — $139,057.00

TYPE CODE Y031
Traffic Signal (Chemawa Rd.)

Total the same as previous estimate of June 9, 1982 — $ 85,422.00

SUMMARY OF FUNDS

Description	Appn. Code	Pro-rata	Total Cost	Federal Funds	State Funds	County Funds
Channelization (Sta. 94+40-107+00 & Sta. 115+50-118+15)	W32	81.83	$270,000	$220,941	$24,529	$24,530
Traffic Signals (Cummings Lane)	W32	81.83	65,852	53,886	5,983	5,983
Channelization (Sta. 107+00-115+50)			137,000			
Traffic Signal (Dearborn Ave.)			69,936			
			$206,936			
	141	90.0	160,000*	144,000	---	16,000
	W32	81.83	46,936	38,407	4,264	4,265
Channelization (Sta. 118+15-124+35)			139,057			
Traffic Signal (Chemawa Rd.)			85,422			
			$224,479			
	141	90.0	90,000*	81,000	---	9,000
	W32	81.83	134,479	110,043	12,218	12,218
Subtotals	141	90.0	$250,000*	$225,000	$ ---	$25,000
	W32	81.83	517,267	423,277	46,994	46,996
Totals			$767,267	$648,277	$46,994	$71,996

*Maximum HES Funds

Group 1 - 70%; Group 2 - 30%; Group 8 - 0%
Contract No. 9486
Prefix: 324-1940
Prefix: 324-1080

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State Oregon
MONTHLY TRANSACTION NUMBER 8-102		County Marion
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	Project Number M-HES-1705(8)
MODIFICATION NUMBER 1		

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on June 22 , 19 82 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	250,000.00 (141) $ ~~486,207.00 (W32)~~	250,000.00 (141) $ ~~505,150.00 (W32)~~
Federal funds	225,000.00 (141) $ ~~397,859.00 (W32)~~	225,000.00 (141) $ ~~413,350.00 (W32)~~
Other revisions		

This modification is made for the following reasons: to include increase in construction costs and construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 19th day of August , 19 83 .

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By _____

~~for~~ Manager, Program Section
(Title)

~~By~~ For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Oregon State Highway Division
Salem, Oregon August 16, 1983

Federal-Aid Project No. M-HES-1705(8)

Chemawa Rd.-Greenwood Dr. Section
County Road in Marion County

REVISED PROJECT AGREEMENT ESTIMATE

Type Code Y008
Channelization (Sta. 94+40 to Sta. 107+00 to Sta. 115+50 to Sta. 118+15)

Subtotal of previous estimate of June 9, 1982				$ 222,748.35
Previous Estimate				
Cement Treated Base Mixture	1,320	Ton	15.00	$ 19,800.00
8" Ductile Iron Sewer Pipe	14	Lin. Ft.	20.60	288.40
Concrete Driveways	500	Sq. Yd.	16.50	8,250.00
				$ 28,338.40
Revised Estimate				
Cement Treated Base Mixture	1,668	Ton	15.00	$ 25,020.00
8" Ductile Iron Sewer Pipe	54	Lin. Ft.	20.60	1,112.40
Concrete Driveways	586	Sq. Yd.	16.50	9,669.00
				$ 35,801.40
			Increase	$ 7,463.00
			Subtotal	230,211.35
			Engineering	32,531.65
			Total	$ 262,743.00

Type Code Y031
Traffic Signals (Cummings Lane)

Total the same as previous estimate of June 9, 1982				$ 65,852.00

Type Code Y008
Channelization (Sta. 107+00 to Sta. 115+50)

Subtotal of previous estimate of June 9, 1982				$	112,500.00

Previous Estimate

Cement Treated Base Mixture	660	Ton	15.00	$	9,900.00
8" Ductile Iron Sewer Pipe	14	Lin. Ft.	20.60		288.40
Concrete Driveways	250	Sq. Yd.	16.50		4,125.00
				$	14,313.40

Revised Estimate

Cement Treated Base Mixture	834	Ton	15.00	$	12,510.00
8" Ductile Iron Sewer Pipe	54	Lin. Ft.	20.60		1,112,40
Concrete Driveways	293	Lin. Ft.	16.50		4,834.50
				$	18,456.90
			Increase	$	4,143.50
			Subtotal		116,643.50
			Engineering		15,496.50
			Total	$	132,140.00

Type Code Y031
Traffic Signal (Dearborn Ave.)

Total the same as previous estimate of June 9, 1982				$	69,936.00

Type Code Y008
Channelization (Sta. 118+15 to Sta. 124+35)

Subtotal of previous estimate of June 9, 1982				$	118,492.60

Previous Estimate

Cement for Treated Base Mixture	770	Ton	15.00	$	11,550.00
8" Ductile Iron Sewer Pipe	7	Lin. Ft.	20.60		144.20
Concrete Driveways	250	Sq. Yd.	16.50		4,125.00
				$	15,819.20

Revised Estimate
Cement Treated Base

Mixture	973	Ton	15.00	$ 14,595.00
8" Ductile Iron Sewer Pipe	27	Lin. Ft.	20.60	556.20
Concrete Driveways	293	Lin. Ft.	16.50	4,834.50
				$ 19,985.70
			Increase	$ 4,166.50
			Subtotal	122,659.10
			Engineering	16,397.90
			Total	$ 139,057.00

Type Code Y031
Traffic Signal (Chemawa Rd.)

Total the same as previous estimate of June 9, 1982 $ 85,422.00

SUMMARY OF FUNDS

Description	Appn Code	Pro-rata	Total Cost	Federal Funds	State Funds	County Funds
Channelization (Sta. 94+40-100+00 & Sta. 115+50-118+15)	W32	81.83	$ 262,743	$ 215,001	$ 23,871	$ 23,871
Traffic Signals (Cummings Lane)	W32	81.83	65,852	53,886	5,983	5,983
Channelization (Sta. 107+00-115+50)			132,140			
Traffic Signal (Dearborn Ave.)			69,936			
			$ 202,076			
	141	90.0	160,000*	144,000	------	16,000
	W32	81.83	42,076	34,430	3,823	3,823
Channelization (Sta. 118+15-124+35)			139,057			
Traffic Signal (Chemawa Rd.)			85,422			
			$ 224,479			
	141	90.0	90,000*	81,000	------	9,000
	W32	81.83	134,479	110,043	12,218	12,218
Subtotals	141	90.0	$ 250,000*	$ 225,000	$ ------	$ 25,000
	W32	81.83	505,150	413,360	45,895	45,895
Totals			$ 755,150	$ 638,360	$ 45,895	$ 70,895

*Maximum HES Funds

Group 1 70%; Group 2 30%; Group 8 0%
Contract No. 9486
Prefix: 324-1940
Prefix: 324-1080
RHZ:bkb

OMB No. 04-R2089

TO BE COMPLETED BY FHWA	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State: Oregon
MONTHLY TRANSACTION NO.	**FEDERAL-AID PROJECT AGREEMENT**	County: Marion
		Project No.: M-HES-1705(8)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

Chemawa Road - Greenwood Drive

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	8-5-82	0.00
OTHER *(Specify)*		

FUNDS	
ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
250,000.00 (141) $ 486,207.00 (W32)	225,000.00 (141) $ 397,859.00 (W32)

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By _____

Program Management Engineer
(Title)

By For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Date executed by
Division Administrator _____

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term "toll road" does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control

Oregon State Highway Division
Salem, Oregon June 9, 1982

Federal Aid Project
No. M-HES-1705(8)

Chemawa Rd.-Greenwood Dr. Section
County Road in Marion County

Project Agreement Estimate

Type Code Y008
Channelization (Sta. 94+40 to Sta. 107+00 and Sta. 115+50 to Sta. 118+15)

Mobilization	48%	All Required	$	19,200.00
Temporary Protection and Direction of Traffic	48%	All Required		5,280.00
Temporary Signs	157 Sq.Ft.	7.00		1,099.00
Temporary Barricades	10 Each	80.00		800.00
Temporary Traffic Signal Installation	35%	All Required		6,650.00
Temporary Plastic Safety Markers	6 Each	60.50		363.00
Flagmen	216 Hour	10.00		2,160.00
Clearing and Grubbing	48%	All Required		17,280.00
Removal of Structures and Obstructions	48%	All Required		2,640.00
General Excavation	1,160 Cu.Yd.	9.00		10,440.00
Trench Excavation	45 Cu.Yd.	10.30		463.50
Finishing Roadbed and Slopes	48%	All Required		3,696.00
Furnishing and Placing Topsoil	240 Cu.Yd.	10.00		2,400.00
Watering	14 M-Gal.	11.00		154.00
Cement Treated Base Mixture	1,320 Ton	15.00		19,800.00
Portland Cement in CTB Mixture	72 Ton	82.40		5,932.80
Asphalt in Seal	3 Ton	192.50		577.50
Aggregates in Choke Seal	19 Ton	13.20		250.80
Class "C" Asphalt Concrete Mixture	1,920 Ton	18.50		35,520.00
Asphalt Concrete in Mixture	125 Ton	173.00		21,625.00
Asphalt in Tack Coat	5 Ton	200.00		1,000.00
8-inch Ductile Iron Sewer Pipe	14 Lin.Ft.	20.60		288.40
8-inch Concrete Sewer Pipe	136 Lin.Ft.	10.30		1,400.80
12-inch Concrete Sewer Pipe	52 Lin.Ft.	12.50		650.00
Extra for Pipe Under Pavement	100 Lin.Ft.	10.30		1,030.00
Portland Cement Concrete in Sewers	3 Cu.Yd.	100.00		300.00
Reinforcement in Sewers	125 Lbs.	1.05		131.25
Concrete Manholes	1 Each	824.00		824.00
Concrete Inlets, Type B	1 Each	412.00		412.00
Concrete Inlets, Type CG-2	13 Each	335.00		4,355.00
Concrete Walks	1,100 Sq.Yd.	11.30		12,430.00
Concrete Driveways	500 Sq.Yd.	16.50		8,250.00
Concrete Curbs, Type B Modified	3,050 Lin.Ft.	3.35		10,217.50
Concrete Curbs, Type C	70 Lin.Ft.	3.35		234.50
Extra for Asphalt Approaches	6 Each	330.00		1,980.00
Extra for Asphalt Driveways	960 Sq.Yd.	6.60		6,336.00
Drainage Curbs	85 Lin.Ft.	1.55		131.75
Adjusting and Capping Inlets	7 Each	205.00		1,435.00
Removal of Existing Signs		All Required		515.00

Wood Sign Posts	75%	All Required		3,090.00
Type "C" and "D" Signs in Place	40 Sq.Ft.	9.30		372.00
Type "EE" Signs in Place	44 Sq.Ft.	11.35		499.40
Type "T" Signs in Place	15 Sq.Ft.	9.30		139.50
Type "U" Signs in Place	19 Sq.Ft.	12.35		234.65
Move and Reinstall Existing Signs	64%	All Required		2,240.00
				$ 214,828.35
Anticipated Items				
Permanent Paving Striping	48%	All Required		$ 5,760.00
Temporary Paving Striping	48%	All Required		1,680.00
Roadside Seeding and Mulching	48%	All Required		480.00
				$ 7,920.00
			Subtotal	$ 222,748.35
			Engineering	30,071.65
			TOTAL	$ 252,820.00
Type Code Y031				
Traffic Signal (Cummings Lane)				
Traffic Signal Installation Complete	30%	All Required		$ 51,000.00
Fire Pre-Emption System, Complete	27%	All Required		4,050.00
				$ 55,050.00
Anticipated Items				
Signal Controller Testing and Turn-On	30%	All Required		$ 1,928.00
OPTICOM Testing	30%	All Required		442.00
State Furnished Software	30%	All Required		600.00
				$ 2,970.00
			Subtotal	$ 58,020.00
			Engineering	7,832.00
			TOTAL	$ 65,852.00
Type Code Y008				
Channelization (Sta. 107 + 00 to Sta. 115 + 50)				
Mobilization	24%	All Required		$ 9,600.00
Temporary Protection and Direction of Traffic	24%	All Required		2,640.00
Temporary Signs	78 Sq.Ft.	7.00		546.00
Temporary Barricades	5 Each	80.00		400.00
Temporary Traffic Signal Installation	45%	All Required		8,550.00
Temporary Plastic Safety Markers	10 Each	60.50		605.00
Flagmen	108 Hour	10.00		1,080.00
Clearing and Grubbing	24%	All Required		8,640.00
Removal of Structures and Obstructions	24%	All Required		1,320.00
General Excavation	590 Cu.Yd.	9.00		5,310.00
Trench Excavation	6 Cu.Yd.	10.30		61.80
Finishing Roadbed and Slopes	24%	All Required		1,848.00
Furnishing and Placing Topsoil	120 Cu.Yd.	10.00		1,200.00
Watering	7 M-Gal.	11.00		77.00
Cement Treated Base Mixture	660 Ton	15.00		9,900.00
Portland Cement in CTB Mixture	36 Ton	82.40		2,966.40

Asphalt in Seal	1	Ton	192.50	192.50
Aggregates in Choke Seal	10	Ton	13.20	132.00
Class "C" Asphalt Concrete Mixture	960	Ton	18.50	17,760.00
Asphalt Concrete in Mixture	62	Ton	173.00	10,726.00
Asphalt in Tack Coat	2	Ton	200.00	400.00
8-inch Ductile Iron Sewer Pipe	14	Lin.Ft.	20.60	288.40
8-inch Concrete Sewer Pipe	24	Lin.Ft.	10.30	247.20
Portland Cement Concrete in Sewers	1	Cu.Yd.	100.00	100.00
Reinforcement in Sewers	50	Lbs.	1.05	52.50
Concrete Inlets, Type CG-2	7	Each	335.00	2,345.00
Concrete Walks	500	Sq.Yd.	11.30	5,650.00
Concrete Driveways	250	Sq.Yd.	16.50	4,125.00
Concrete Curbs, Type B Modified	1,600	Lin.Ft.	3.35	5,360.00
Concrete Curbs, Type C	130	Lin.Ft.	3.35	435.50
Extra for Asphalt Approaches	3	Each	330.00	990.00
Extra for Asphalt Driveways	480	Sq.Yd.	6.60	3,168.00
Adjusting and Capping Inlets	3	Each	205.00	615.00
Wood Sign Posts	10%		All Required	412.00
Type "C" and "D" Signs in Place	15	Sq.Ft.	9.30	139.50
Type "T" Signs in Place	3	Sq.Ft.	9.30	27.90
Move and Reinstall Existing Signs	18%		All Required	630.00
				$ 108,540.70

Anticipated Items

Permanent Paving Striping	24%	All Required	$ 2,880.00
Temporary Paving Striping	24%	All Required	840.00
Roadside Seeding and Mulching	24%	All Required	240.00
			$ 3,960.00
		Subtotal	$ 112,500.70
		Engineering	15,187.30
		TOTAL	$ 127,688.00

Type Code Y031
Traffic Signal (Dearborn Ave.)

Traffic Signal Installation, Complete	32%	All Required	$ 54,400.00
Fire Pre-Emption System, Complete	27%	All Required	4,050.00
			$ 58,450.00

Anticipated Items

Signal Controller Testing and Turn-On	32%	All Required	$ 2,056.00
OPTICOM Testing	32%	All Required	472.00
State Furnished Software	32%	All Required	640.00
			$ 3,168.00
		Subtotal	$ 61,618.00
		Engineering	8,318.00
		TOTAL	$ 69,936.00

Type Code Y008
Channelization (Sta. 118 + 15 to Sta. 124 + 35)

Mobilization	28%	All Required	$ 11,200.00
Temporary Protection and Direction of Traffic	28%	All Required	3,080.00

Temporary Signs	92 Sq.Ft.	7.00	644.00
Temporary Barricades	5 Each	80.00	400.00
Temporary Traffic Signal Installation	20%	All Required	3,800.00
Temporary Plastic Safety Markers	4 Each	60.50	242.00
Flagmen	126 Hour	10.00	1,260.00
Clearing and Grubbing	28%	All Required	10,080.00
Removal of Structures and Obstructions	28%	All Required	1,540.00
General Excavation	715 Cu.Yd.	9.00	6,435.00
Trench Excavation	67 Cu.Yd.	10.30	690.10
Finishing Roadbed and Slopes	28%	All Required	2,156.00
Furnishing and Placing Topsoil	140 Cu.Yd.	10.00	1,400.00
Watering	9 M-Gal.	11.00	99.00
Cement Treated Base Mixture	770 Ton	15.00	11,550.00
Portland Cement in CTB Mixture	42 Ton	82.40	3,460.80
Asphalt in Seal	2 Ton	192.50	385.00
Aggregates in Choke Seal	11 Ton	13.20	145.20
Class "C" Asphalt Concrete Mixture	1,120 Ton	18.50	20,720.00
Asphalt Concrete in Mixture	73 Ton	173.00	12,629.00
Asphalt in Tack Coat	3 Ton	200.00	600.00
8-inch Ductile Iron Sewer Pipe	7 Lin.Ft.	20.60	144.20
8-inch Concrete Sewer Pipe	20 Lin.Ft.	10.30	206.00
Portland Cement Concrete in Sewers	1 Cu.Yd.	100.00	100.00
Reinforcement in Sewers	50 Lbs.	1.05	52.50
Concrete Inlets, Type CG-2	3 Each	335.00	1,005.00
Concrete Inlets, Type G-2	2 Each	335.00	670.00
Concrete Walks	200 Sq.Yd.	11.30	2,260.00
Concrete Driveways	250 Sq.Yd.	16.50	4,125.00
Concrete Curbs, Type B Modified	850 Lin.Ft.	3.35	2,847.50
Extra for Asphalt Approaches	1 Each	330.00	330.00
Extra for Asphalt Driveways	560 Sq.Yd.	6.60	3,696.00
Drainage Curbs	240 Lin.Ft.	1.55	372.00
Adjusting Manholes	7 Each	105.00	735.00
Adjusting Inlets	3 Each	105.00	315.00
Adjusting and Capping Inlets	1 Each	205.00	205.00
Wood Sign Posts	15%	All Required	618.00
Type "C" and "D" Signs in Place	18 Sq.Ft.	9.30	167.40
Type "T" Signs in Place	3 Sq.Ft.	9.30	27.90
Move and Reinstall Existing Signs	18%	All Required	630.00
			$ 113,872.60

Anticipated Items

Permanent Pavement Striping	28%	All Required	$ 3,360.00
Temporary Pavement Striping	28%	All Required	980.00
Roadside Seeding and Mulching	28%	All Required	280.00
			$ 4,620.00
		Subtotal	$ 118,492.60
		Engineering	15,996.40
		TOTAL	$ 134,489.00

Type Code Y031
Traffic Signal (Chemawa Rd.)

Traffic Signal Installation, Complete	38%	All Required	$ 64,600.00
Fire Pre-Emption System, Complete	46%	All Required	6,900.00
			$ 71,500.00

Anticipated Items

State Furnished Software	38%	All Required	$ 760.00
Signal Controller Testing and Turn-On	38%	All Required	2,441.00
OPTICOM Testing	38%	All Required	561.00
			$ 3,762.00
		Subtotal	$ 75,262.00
		Engineering	10,160.00
		TOTAL	$ 85,422.00

Length of project - - - - - - - 0.0 miles

Retain in Program
(Not included in amounts below)

Roof Drains	All Required	$ 5,000.00
Portland General Electric	All Required	5,000.00
Salem Electric	All Required	2,000.00

SUMMARY OF FUNDS (Clause "A")

Description	Appn Code	Pro-Rata	Total Cost	Federal Funds	State Funds	County Funds
Channelization (Sta. 94+40-107 +00 & Sta. 115+ 50-118+15)	W32	81.83%	$252,820	$206,882	$ 22,969	$ 22,969
Traffic Signal (Cummings Ln.)	W32	81.83%	65,852	53,886	5,983	5,983
Channelization (Sta. 107+00- 115+50)			127,688			
Traffic Signal (Dearborn Ave.)			69,936			
			197,624			
	141	90.0 %	160,000*	144,000	---	16,000
	W32	81.83%	37,624	30,786	3,419	3,419
Channelization (Sta. 118+15- 124+35)			134,489			
Traffic Signal (Chemawa Rd.)			85,422			
			219,911			
	141	90.0 %	90,000*	81,000	---	9,000
	W32	81.83%	129,911	106,305	11,803	11,803
SUBTOTALS	141	90.0 %	$250,000	$225,000	$ ---	$ 25,000
	W32	81.83%	486,207	397,859	44,174	44,174
TOTALS			$736,207	$622,859	$ 44,174	$ 69,174

*Maximum HES funds.
Group 1 70%; Group 2 30%; Group 8 0%
Contract No. 9486
Prefix: 324-1940 (PE Only) Prefix: 324-1080

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: M-HES-1705(8)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division, Salem, OR

4. PROGRAM NO.:

5. ITEM NO.: 80302

2A. COUNTY NAME: Marion

6. TO

Mr. H. S. Coulter
State Highway Engineer
Oregon State Highway Division
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 2/15/84

8. FEDERAL ROUTE NUMBER: FAU 1705

9. STATE ROUTE NUMBER: County Road

10. GENERAL LOCATION:

Chemawa Road - Greenwood Drive

11. GENERAL DESCRIPTION OF WORK

Furnish and install reflective buttons

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☒ CONSTRUCTION PROCEED ON FORCE ACCOUNT BASIS
- ☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the advance authorization date of 2/15/84 as requested in Mr. Fredrickson's letter of 3/28/84 as being cost effective for the use of County forces to proceed with the above work. State Force Order No. 8 representing work to be performed by Marion County Forces is approved for a TEC of $1,160 Federal funds $986.

RECEIVED
STATE HWY ENGR
APR 17 '84
REFER TO
FOR

Info	Init.	R/D	D/R	Sign	Act	File

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
4/9/84	D. K. Hoovner	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

r11

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: M-HES-1705(8)

2. STATE PROJECT NO.: See Below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO: 80302

2A. COUNTY NAME: Marion

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 1/10/84

8. FEDERAL ROUTE NUMBER: FAU 1705

9. STATE ROUTE NUMBER: County Road

10. GENERAL LOCATION:

Chemawa Road - Greenwood Drive Section

11. GENERAL DESCRIPTION OF WORK

Fire pre-empt detector unit on Chemawa Road

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☒ CONSTRUCTION PROCEED ON FORCE ACCOUNT BASIS
- ☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the advance authorization date of 1/10/84 as requested in Mr. Fredrickson's letter of 3/28/84 as being cost effective for the use of City forces to proceed with the above work. State Force Order No. 7 representing work performed by City of Salem Forces is approved for a TEC of $2,180 Federal Funds $1,962.

RECEIVED
STATE HWY ENGR
APR 11 '84
REFER TO
FOR
Info
File

14. DATE: 4/5/84

15. SIGNATURE OF APPROVING OFFICIAL: G. K. Hoesmen

16. TITLE: for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

FORM 61-734-5061

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: CHEMAWA RD. - GREENWOOD DR.		WEEK ENDING: 12/17/83
		SECTION PREFIX: 324-1080
HIGHWAY: FAU 1705 (N. RIVER RD.)		COUNTY: MARION
NAME OF JOB: CHEMAWA RD. - GREENWOOD DR.	KIND OF WORK: GRADING, PAVING, SIGNALS	
CONTRACTOR: FABRICATORS, INC.	CONTRACT NUMBER: 9486	FEDERAL AID PROJECT NUMBER: M-HES-1705(8)
DATE OF CONTRACT: 6/11/82	DATE WORK STARTED: 6/28/82	ESTIMATED COMPLETION DATE: B- 1/8/83
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION:	SPECIFIED WORK DAYS	WORK DAYS USED
	SPECIFIED CALENDAR DAYS B- 200	CALENDAR DAYS USED B- 199
PROJECT AUTHORIZATION: $ 749,828.27	SPECIFIED COMPLETION DATE: A- 10/31/82	PERCENT OF TIME ELAPSED: 100
EXCLUSIVE OF ENGINEERING: $ 690,370.52	ENGINEERING AUTHORIZATION $ 59,457.75	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $ 690,370.52	ENGINEERING COST TO DATE $ 110,000	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100
ESTIMATED PERCENT OVERRUN / UNDERRUN: 0.0 %	PERCENT OF AUTHORIZATION: 185 %	DATE PROJECT WAS COMPLETED: A- 11/5/82 B- 1/11/83

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD	TRAF. SIG.	
100	100	100	100	100	--------	100	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)	2465 cy	2750 ton			4000 ton
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	2515	3475			4015
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	N/A						
PERCENT							

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	**********			
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY				
SATURDAY	**********			

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

PROJECT COMPLETED 1/11/83
SEMI-FINAL INSPECTION 1/20/83
3rd NOTIFICATION 12/8/83
SEMI-FINAL COMPLETED & SUBMITTED TO REGION 3/11/83

LAST REPORT

SIGNED _____ LOCATION SALEM
ARVEY NELSON PROJECT MANAGER

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: M-HES-1705(8)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 80302

2A. COUNTY NAME: Marion

6. TO

Mr. H. S. Coulter
State Highway Engineer
Oregon State Highway Division
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 2-15-83

8. FEDERAL ROUTE NUMBER: FAU 1705

9. STATE ROUTE NUMBER: County Road

10. GENERAL LOCATION:

Chemawa Road - Greenwood Drive

11. GENERAL DESCRIPTION OF WORK

Furnish and install roof drains - 100' x 6" storm sewer with special inlets and one wheel chair ramp.

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☒ CONSTRUCTION PROCEED ON ~~AN AGREED PRICE AND/OR~~ FORCE ACCOUNT BASIS
- ☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the advance authorization date of 2-15-83 as requested in Mr. Keasey's letter of 2-25-83 as being in the public interest for the use of County Forces to proceed with the above work. State Force Order No. 6 representing work to be performed by Marion County Forces is approved for a TEC of $2,243.69, Federal funds $1,907.

RECEIVED
STATE HWY ENGR
MAR 7 '83
REFER TO
FOR

Inc	Ines	RO	DR	Sig	Act	Fle

14. DATE: 3-1-83

15. SIGNATURE OF APPROVING OFFICIAL: L. K. Keasey

16. TITLE: for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

STATE OF OREGON
Highway Division - Region 2

INTEROFFICE MEMO
378-2626

TO: W. E. Schwartz, P.E.
ASST. STATE HIGHWAY ENGINEER

DATE: December 13, 1982

FROM: C. O. Fredrickson, P.E.
REGION 2 ENGINEER

SUBJECT: Pavement Repair
Chemawa Road - Greenwood Dr. Section

We have received a copy of a letter from FHWA to Mr. Coulter advising that there would be no Federal participation in the corrective work performed under price agreement to the southbound lanes of the subject project. Although we could have held the contractor to some isolated grinding and patching to correct a few areas, the majority of the project fell within the surface tolerance specification. Had we insisted on a total correction at contractor expense, we would have been involved in a claim. The Construction Office indicated that we would probably have been in a position of paying that claim since the job was in substantial compliance with the specifications.

The price agreement split the cost, based on contract unit prices and acceptable rental rates, 50 percent to the owner and 50 percent to the contractor except for flagging and tack coat, which we agreed to pay. We knew at the time that there was a question on Federal participation, but could not wait to get prior agreement since we had a lot of public complaint and we were running out of acceptable weather. We believe that what was done was in the best interest of the public. We do not know how this surface roughness could have been picked up under our normal inspection procedures. We were, however, the inspecting agency, and we do not believe that the County should be held responsible for the costs FHWA is unwilling to accept.

We recommend that the County pay their normal share of the corrective work (approximately 6 percent) and that the Highway Division pay the remainder. We also recommend that a new surface tolerance specification be developed for A.C. pavements. Please take the necessary action to have this recommendation reviewed and advise this office of whether or not it is acceptable.

COF/rgb

cc: C. T. Keasey
W. E. Mueller

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
DEC 14 '82
REFER TO
FOR
Info | Invest | R/D | D R | Sign | Act | File

Approved - Warren E. Schwartz
cy - Keasey

81.125.1387

Contains Recycled Materials

U.S. Department of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project M-HES-1705(8)
Chemawa Road - Greenwood Drive
Marion County
Price Agreement No. 4

Date: December 3, 1982

From: Division Administrator

Reply to Attn of: HFO.2-OR

To: Mr. H. S. Coulter, State Highway Engineer
Salem, Oregon

Mr. C. T. Keasey's November 24, 1982 memorandum requesting Federal participation in the cost of correcting an unacceptable surface riding condition on the subject project has been carefully reviewed.

I am pleased that you are revising your specifications to reinforce your smoothness requirements for asphalt concrete pavements on future work. It is apparent that your current specifications are not adequate if you feel obligated to accept the type of work provided by the contractor on this project. It has been established that the public, the contractor, the County, your people and this office all agree that the pavement roughness was unacceptable and that correction was necessary. Furthermore, there is agreement as to the cause of the roughness, i.e., the malfunctioning of the contractor's paver which did not maintain the established grade in a consistent manner. It is unfortunate that the malfunctioning equipment was not detected by your personnel or the contractor during the lay down operation.

In an initial corrective attempt the contractor was allowed to "iron out" the rough pavement by heating and rolling in a transverse direction with a vibratory roller several days after the pavement was layed. After this activity the pavement generally met the 10 foot straight edge requirement but was not acceptable from a rideability standpoint. This was "destructive type" corrective effort and should not have been allowed. Localized burning of the asphalt pavement and excessive compactive effort on a cold pavement is not an acceptable corrective measure and should not be allowed in the future.

As to responsibility for costs associated with the successful corrective work, that of removal and replacement of the pavement surface, your

Chuck- It looks like we are stuck to pick up the fed. share of this correction.

cy - Keasey

RECEIVED
STATE HWY ENGR
DEC 7 '82
REFER TO
Fredrickson
FOR

Info	Invest	R/D	D/R	Sign	Act	File
					✓	

attention is directed to the following sections of the standard specifications:

1) Section 108.05 states that "All equipment shall be of sufficient size and in such mechanical condition as to meet the requirements of the work and to produce a satisfactory quality of work." (Underlining added)

2) Section 401.35 states that "Pavers shall be equipped with a paver control system which shall automatically control the laying of the mixture to specified slope and grade. The control system shall be automatically activated from an independent line or lines and grade control references through a system of mechanical sensors and sensor-directed devices which shall automatically maintain the paver screed in proper position to provide specified results." (Underlining added)

The contract clearly provides that all equipment must be in such mechanical condition as to meet the requirements of the work and to produce a satisfactory quality of work. It has been clearly demonstrated that the contractor's equipment failed to produce a satisfactory quality of work and as such the contractor should be fully responsible for any corrective work necessary to obtain a pavement of such quality. It is not the responsibility of the public to participate in additional costs clearly attributable to the contractor's operation. Accordingly, I am returning, without approval, Price Agreement No. 4 which provides for sharing with the contractor the cost of the corrective measures.

The new surface tolerance specification should be completed in a timely manner to allow inclusion in all future AC paving projects.

Asst. Engr.
Dale E. Wilken

Attachment:
Price Agreement No. 4

cc:
OSHD (W E Schwartz)
OSHD (C T Keasey)

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.: CON 5

DATE: November 24, 1982

TO: Dale E. Wilken, Division Administrator
Federal Highway Administration

FROM: for Herm Mitzel
C. T. Keasey, P.E., P.L.S.
Construction Engineer

Federal-aid Project
No. M-HES-1705(8)

SUBJECT: Request Change Order Approval

Contract	9486 Price Agreement No. 4
Project	Chemawa Road-Greenwood Drive
Highway	FAU 1705
County	Marion

This order is to compensate the contractor for that portion of his costs that we had previously agreed to pay.

When the final lift of A.C. pavement was laid on the Southbound lanes on this project, complaints were filed by private citizens concerning what appeared to be a rough riding surface. Upon checking, according to our Standard Specification Section 401.48, the surface tolerances were in substantial compliance. There were a few areas outside the tolerances, but this is to be expected on a city street where you have inlets, manholes and valve boxes in the roadway.

The contractor was using a relatively new lay down machine with electronic controls, and had no reason to think that it was not capable of putting down a quality pavement. The final result, however, was a short oscillation repetitive surface riding condition that was annoying and not acceptable to the traveling public, and some corrective action was essential.

The solution was to grind off 1" of the surface and replace with a Class "C" A.C. Pavement mix. The costs associated with this corrective work are to be shared by the State and the contractor. The contractor assumed he had put down a surface that was in substantial compliance, but still felt some moral obligation to solve the roughness problem. For these reasons, the contractor agreed to share the cost of the corrective work.

RECEIVED

Form 734-3122

Our specification for surface tolerance is now being reviewed and studied, and a new specification is being developed to eliminate this problem.

Under the circumstances present on this project, and based on recommendations by competent administrators, a decision was made to accept the contractor's proposal to correct the work for payment of about half the costs. This settlement is deemed to be in the best interest of both the public and government agencies involved in this project.

Your concurrence is requested to this ~~extra work~~ as being in the best interest to all concerned.

The amount of this order is for $10,780.00 with federal participation amounting to approximately $9,120.

Confirming October 25, 1982 authorization date is requested.

HAM:mk

Attach.

STATE OF OREGON

INTEROFFICE MEMO

TO: C.O. FREDRICKSON
REGION II ENGINEER

DATE: NOVEMBER 3, 1982

FROM: WARREN E. MUELLER
PROJECT MANAGER

SUBJECT: CHEMAWA RD. - GREENWOOD DR.
FAU 1705 (N. RIVER RD.)
MARION COUNTY
CONTRACT # 9486

REGION 2 ENGINEER
RECEIVED
NOV 3 1982
RLE RBE RE RCE RME RTE ROE ULE GEO RSO ENV RFE

Submitted herewith is Price Agreement # 4 in the amount of $ 10,780 to remove and replace one inch of Class "C" A.C. pavement approx. 22 ft. wide on the south bound lanes of N. River Rd., sta. 92+60 to 122+00.

This work is necessary to produce a smooth ride. The wearing course substantially met section 401.48- surface tolerance specification, but gave a rough ride.

Corrective measures for the rough ride have been discussed with G.W. Wimer, C.O. Fredrickson, D.O. Christensen, O.B. Jackmond, and C.T. Keasey on 9/24/82 through 10/25/82. Wm. Kappus and G. Hossner, FHWA, and R. Hanson and B. Meadows of Marion Co. were also contacted on 10/15 & 22/82.

Cost estimate was prepared from contract bid items and force account "Blue Book" rental rates. Although the contractor met the specifications in section 401.48, he feels a moral obligation to share in the cost of corrective measures.

Your approval is recommended.

CE CAE FOE QCE SCS EEO CM CA IC TC FE CP
RECEIVED
NOV 3 1982
CONSTRUCTION SECTION

cc: C. T. Keasey w/original order and attachments describ[illegible] above.
[illegible]proval is recommended.
Remarks ~~Some~~ incidental catch basin adjustment slightly increased contractors cost from our estimate which is attached.

REGION II CONSTRUCTION ENGINEER

A Kenner

cc Bob Hansen w/attach

Price Agreement

P

APPLYING TO EXTRA WORK AND EXTRA MATERIAL

OREGON STATE HIGHWAY DIVISION

Project Name Chemawa Rd. - Greenwood Dr. **Date** 10-26 19 82

Highway FAU 1705 (N. River Rd.) **Contract No.** 9486

County Marion **Prefix** 324-1080

Contractor Fabricators Inc. **F. A. Project No.** M-HES 1705(8)

Address Salem, Ore **Price Agreement No.** 4

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done:

Remove and replace one inch of Class "C" AC pavement surface approximately 22 feet wide in the southbound lanes.

Locations by station numbers:

Southbound lanes - Right Lane - Sta. 92 + 60 - 122 + 00
Left Lane - Sta. 92 + 60 - 122 + 00

Names of pay items, estimated quantities and agreed prices:

Remove and replace one inch of Class "C" AC Paving	Lump Sum	$10,000.00
Increase BI 007 Flagmen $10.00/hr	48 hours	480.00
Increase BI 021 Tack Coat-$200.00/ton	1 1/2 ton	300.00
TOTAL		$10,780.00

Specifications, basis of measurement and other provisions:

Standard Spec. for Hwy. Const. 1974 and Spec. Prov. to apply except as follows. Contractor will not remove surface on Friday. The new pavement surface tolerance shall not exceed allowance contained in Std. Spec. 401.48. No short oscillation repetition on less than 15' frequency will be allowed. This P.A. shall be full compensation for all work & materials to complete this surface correction. Contractor shall have at least one lane of traffic in each direction adjacent to his operation at all times.

INSTRUCTIONS

After the signature of the contractor has been obtained, submit six copies (including original copy) to the Salem Office. After approval by the Assistant State Highway Engineer, approved copies will be sent to the Contractor, the Regional Engineer, and the Resident Engineer.

This order does not constitute authority for expenditure until approved by the Assistant State Highway Engineer or State Highway Engineer.

Project authorization	$749,828.27
Present estimate of project cost, including $10,780.00 for work under this order	$749,828.27
Expected under-run / over-run (amount)	$ none
Expected under-run / over-run (per cent)	none

Space to right of this line is for use of Salem Office

Submitted by: Warren L Mueller Resident Engineer Signed Fabricators Inc Contractor

Approval Recommended: Division Engineer

Approval Recommended: Construction Engineer or Bridge Engineer Asst Engr. Approved: O. B. Jackmond For Assistant State Highway Engineer or Office Engineer 11-4-82

SP*70656-734
Form 734-1169 (Rev. 3-79)

Price Agreement

P

APPLYING TO EXTRA WORK AND EXTRA MATERIAL

OREGON STATE HIGHWAY DIVISION

Project Name Chemawa Rd. - Greenwood Dr. **Date** 10-26, 19 82

Highway FAU 1705 (N. River Rd.) **Contract No.** 9486

County Marion **Prefix** 324-1080

Contractor Fabricators Inc. **F. A. Project No.** M-HES 1705(8)

Address Salem, Ore **Price Agreement No.** 4

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done:

Remove and replace one inch of Class "C" AC pavement surface approximately 22 feet wide in the southbound lanes.

Locations by station numbers:

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Left Lane - Sta. 92 + 60 - 122 + 00

Names of pay items, estimated quantities and agreed prices:

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Increase BI 021 Tack Coat-$200.00/ton	1 1/2 ton	300.00
TOTAL		$10,780.00

Specifications, basis of measurement and other provisions:

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This order does not constitute authority for expenditure until approved by the Assistant State Highway Engineer or State Highway Engineer.

Project authorization	$749,828.27
Present estimate of project cost, including $ 10,780.00 for work under this order	$749,828.27
Expected under-run / over-run (amount)	$ none
Expected under-run / over-run (per cent)	none

Space to right of this line is for use of Salem Office

Submitted by: Warren L. Mueller Resident Engineer

Approval Recommended: S. A. Kirkpatrick Division Engineer

Approval Recommended: W. Allen Lemmon Construction Engineer or ~~Bridge Engineer~~ Asst Engr.

Signed Fabricators Inc Contractor

Approved: O. B. Jackmond ~~Deputy State Highway Engineer~~ For Assistant State Highway Engineer or ~~Office Engineer~~ 11-4-82

SP*70868-734
Form 734-1169 (Rev. 3-79)

OREGON DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION

COST ESTIMATE

PREPARED BY: Raymond O. Dillon	DATE	PROJECT NAME (SECTION): Chemawa Rd. – Green Wood Dr.	CONTRACT NO: 9486
COST ESTIMATE APPROVED: [signature]	DATE: 11-3-82	HIGHWAY: FAU 1705 (N. River Rd.)	COUNTY: Marion
COST ESTIMATE FOR		TO ACCOMPANY	PREFIX: 324-1080
			F.A. PROJECT NO.: M-HES-1705(8)

	ITEM DESCRIPTION	UNIT	MATERIAL AND EQUIPMENT QUANTITY	UNIT COST	MATERIAL AMOUNT	EQUIPMENT AMOUNT Owner or Rental	EQUIPMENT AMOUNT Blue Book*	LABOR QUANTITY	LABOR UNIT COST	LABOR AMOUNT
1	B.I. No. 19 Class "C" A.C. Mixture	ton	450	18.50	$8,325					
2	BI. No. 20 Asph. Cement in Mix	ton	25.2	173.00	4,359.60					
3	CMI 750 Asph. Profiler	hr.	8	599.85 630.00			5,040			
4	Mobilization	Ls	All	600.00			600			
5	Dump Trucks 10 cy. (3)	hr	24	42.75			1,026			
6	Power Broom (Ford 420)	hr.	8	19.90			159.20			
7	Operator (CMI Profiler	hr.						8	25.75	206
8	Broom Open	hr						8	23.65	189
9	Truck Driver	hr						24	22.65	544
10										
11										
12										

RECEIVED — CE — CAL — FOE — QCE — SCS — ESD — NOV 3 1982 — CONSTRUCTION SECTION

ATTACHMENTS
- ☐ Equipment Rental Rate Determination, form 734-1861
- ☐ Wage Determination, form 734-1870
- ☐ Other (explain)

SUB-TOTALS	A	13685	B		C	6825		D	939
ALLOWANCES—Material (A × 15%); Equipment (B × 15%); Labor (D × 20%)	E		F					G	
TOTALS—Material (A + E); Equipment (B + C + F); Labor (D + G)	H		I					J	
MATERIAL, EQUIPMENT AND LABOR TOTAL (H + I + J)								$	20,449

SHEET 1 OF 1

REMARKS—(Description of Work, Assumed Production Rates, Special Conditions)

OREGON DEPARTMENT OF TRANSPORTATION — HIGHWAY DIVISION

WORK OR CHANGE ORDER SUPPORTING DATA

PROJECT NAME (SECTION): Chemawa Rd - Greenwood Dr.		CONTRACT NO.: 9486
HIGHWAY: FAU 1705 (N. River Rd.)	COUNTY: Marion	PREFIX: 324-1080
SUBMITTED BY (RESIDENT): Warren E. Mueller — DATE: 11-1-82 — FOR ☐ REVIEW ☒ APPROVAL		F.A. PROJECT NO.: M-HES-1705(8)
SUBMITTED BY (REGION): A Nemet — DATE: 11-3-82 — FOR ☐ REVIEW ☒ APPROVAL		TO ACCOMPANY (ORDER TYPE AND NUMBER): P.A. #4

WORK OR CHANGE HAS BEEN DISCUSSED WITH—

G.W. Wimer & C.O. Fredrickson	BY Warren E. Mueller	ON 9-24-82 through 10-29-82
C.T. Keasey & D.O. Christensen	BY C.O. Fredrickson	ON 10-18-82 9-29-82
C.T. Keasey, AB. Jackmond	BY G.W. Wimer	ON 10-25-82
Bill Kappus, Glen Hossner	BY G.W. Wimer	ON 10-15-82

WORK OR CHANGE HAS BEEN DISCUSSED AND APPROVAL TO PROCEED OBTAINED FROM—

C.T. Keasey, AB. Jackmond	BY G.W. Wimer	ON 10-25-82
	BY	ON
	BY	ON

FEDERAL HIGHWAY TENTATIVE APPROVAL OBTAINED FROM— SUBSTANTIAL CHANGE— ☐ YES ☒ NO

BY ON

COST ESTIMATE, FORM 734-1877 IS ATTACHED— ☒ YES; ☐ NO; ☐ NOT APPROPRIATE
COSTS HAVE BEEN DISCUSSED WITH (Construction Cost Unit or Technical Services Section)—

BY ON

ORAL APPROVAL OF COSTS OBTAINED FROM (Construction Cost Unit or Technical Services Section)—

BY ON

NET EFFECT OF ORDER ON PROJECT	PROJECT AUTHORIZATION	ESTIMATE PROJECT COST WITH ORDER	OVERRUN
INCREASE ~~DECREASE~~ $ 10,780.00	$ 749,828.27	$ 749,828.27	0.00 %

ADDITIONAL INFORMATION THAT IS NOT INCLUDED ON ORDER (Additional Description; Who Requested, Why Necessary; Why Cost is not a Contractor Responsibility; Parties other than State or FHWA that will Share the Cost; Estimated Starting Date or Date Work Started; Emergency Work Prior to Approval; Estimated Effect on Project Time; Significant Discussions; References to Supporting and/or Attached Documents)—

Requested by State. This work was necessary to make paving surface give a smooth ride. The wearing course substantially met section 401.48 tolerance but gave a rough ride. Although the contractor met the specification, he feels he is partly responsible so he is sharing the cost of corrective measures. Work started on 10-28-82

RECEIVED
NOV 3 1982
CONSTRUCTION SECTION

CE, CAE, FOE, OCS, SCS, EEO, OM, CA, IC, TC, JE, CP

☐ CONTINUED ON ADDITIONAL SHEET(S)

734-1882 (11-81) Submit Original to Construction Branch

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: M-HES-1705(8)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 80302

2A. COUNTY NAME: Marion

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 9/28/82

8. FEDERAL ROUTE NUMBER: FAU 1705

9. STATE ROUTE NUMBER: County Road

10. GENERAL LOCATION:

Chemawa Road - Greenwood Drive

11. GENERAL DESCRIPTION OF WORK

Remove and reinstall sign

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- ☒ CONSTRUCTION PROCEED ON ~~XX~~ FORCE ACCOUNT BASIS
- ☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of your Project Agreement if additional funds are required, I approve the advance authorization date of 9/28/82 as requested in Mr. Keasey's letter of 10/22/82 as being in the public interest for the use of County Forces to proceed with the above work. State Force Order No. 4 representing work performed by Marion County Forces is approved for a TEC of $700 Federal Funds $592.

(Note: FAU Funding in this project approved under clause A - pro rata reimbursement 81.8%)

RECEIVED
STATE HWY ENGR
NOV 12 '82
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

14. DATE: 11/10/82

15. SIGNATURE OF APPROVING OFFICIAL: J. K. Hammer

16. TITLE: for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

ROAD DESIGN SECTION

DES 16

August 26, 1982

Warren Mueller
Project Manager

From: Donald R. Adams, P.E.
Final Design Engineer

Versteeg
Anderson
Adams
Olson
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
AUG 30 1982
ROAD DESIGN SECTION

Do Not File
Return To
Bring
Action

Subject: Sign Shop Drawings
Chemawa Road-Greenwood Road Section
FAU 1705 (River Road N.)
Marion County
Contract No. 9486

Attached are three prints each ofapproved shop drawings for Signs 2 and 14 on the above-named project.

One set should be retained by you for field inspection purposes, one set forwarded to Don Wackerbarth's office for shop inspection of the signs and one set sent to Traffic Safety Supply Company for sign fabrication.

WGB:ja

Attachments

cc C. T. Keasey
C. O. Fredrickson
W. G. Beard

STATE OF OREGON
HIGHWAY DIVISION - ODOT

INTEROFFICE MEMO
LOC 3

TO: F I L E

DATE: May 12, 1982

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Footpaths and Bicycle Trails
May 27, 1982 Bid Letting

This is an informational report to document the Highway Division's action taken with regard to establishing footpaths and bicycle trails as set forth in ORS 366.514. Bids will be opened May 27, 1982 on the following projects:

1. Coos Bay/Roseburg Highway @ 10th Street (Coquille)
   Coos Bay/Roseburg Highway, Coos County
   Traffic Signals

   Sidewalk ramps and pedestrian signals to be installed as part of this project.

2. Ukiah Rock Production
   Pendleton-John Day Highway, Umatilla County
   Aggregate Crushing

   Footpaths or bicycle trails are not incorporated in this project as no new highway construction, reconstruction or relocation is involved.

3. Ochoco Creek-Barnes Butte Road (Prineville)
   Ochoco Highway, Crook County
   Grading and Paving

   Bikeway project. Existing highway will be widened for six-foot shoulder bike lanes.

4. Port Orford-Cape Sebastian
   Oregon Coast Highway, Curry County
   Grading and Paving

   Bikeway and guard rail project. Shoulders on certain units will be widened to provide four- to six-foot shoulder bike lanes.

5. Hudson Slough Bridge
Smith River Road, Douglas County
Grading, Paving and Structure

Twelve-foot lanes with four-foot shoulders available on roadway and structure

Footpaths and bicycle trails will not be established under this project as per ORS Chapter 366, Section 2, subsection 2(c), which states, "footpaths and trails are not required to be established . . . where sparsity of population, other available ways or other factors indicate an absence of any need for such paths and trails."

6. Juniper Canyon Bridge
John Day Highway, Gilliam County
Grading, Paving and Structure

Twelve-foot lanes with four-foot shoulders available on roadway and structure.

Same as No. 5.

7. Valley of the Rogue State Park, Suncrest and Siskiyou Safety Rest Areas
Building Construction

Same as No. 2.

8. South Santiam River (Sweet Home) Bridge
Pleasant Valley Road, Linn County
Grading, Paving and Structure

Twelve-foot lanes with six-foot shoulders available on roadway and structure.

Same as No. 5.

9. Vail Creek-Nylund Road
Santiam Highway, Linn County
Grading and Paving

Multi-lane with eight-foot shoulders. To be striped and signed for shoulder bike lanes.

10. Chemawa Road-Greenwood Drive
N. River Road, Marion County
Grading and Paving

Multi-lane with five-foot, six-inch sidewalks with curb ramps for bicycle and pedestrian use.

11. Bombing Range Road-Butter Creek (Unit 2)
Lexington-Echo Highway, Morrow County
Grading, Paving and Structures

Twelve-foot lanes with two- to four-foot shoulders available. Structure roadway widths are thirty-one feet, six inches.

Same as No. 5.

12. Boardman, Stanfield and Deadmans Pass
Safety Rest Areas
Columbia River and Old Oregon Highways
Morrow and Umatilla Counties
Building Alteration

Same as No. 2.

13. Farris Road-Powell Boulevard (Gresham, Unit 2)
FAU 9867, Multnomah County
Grading and Paving

Multi-lane with four-foot shoulder bikeway lanes and six-foot sidewalks with curb ramps.

14. I-5 Freeway-N. Greeley Avenue (Portland)
N. Going Street, Multnomah County
Sound Barrier, Bicycle/Pedestrian Path and Landscaping

An independent eight-foot bikepath/sidewalk, sidewalks and curb ramps will be constructed under this contract.

RPS:ge

cc E. S. Hunter
D. G. Talbot
L. E. George
F. E. Terpin
George Bell
Don Harwell

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: M-HES-1705(8)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 80302

2A. COUNTY NAME: Marion

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
5/5/82	FAU 1705	County Road

10. GENERAL LOCATION:

Chemawa Road - Greenwood Drive Section

11. GENERAL DESCRIPTION OF WORK

Grade, drain, pave and traffic signals

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☒ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☒ OTHER *(Specify)*

on the job training $800
Permanent Pavement Striping S.F. $12,000
Temporary Pavement Striping S.F. $3,500
Roadside Seeding and Mulching S.F. $1,000
Signal Controller Testing & Turn on $6,425
OPTICOM Testing $1,475
State Furnished Software $2,000

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown on your Estimate.

Mr. Swan's 5/3/82 request and certifying statements are accepted

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $828,973 Federal Funds $698,731.

A signed copy of the Title Sheet is returned herewith.

(Note: Project approved under Clause A)

RECEIVED
STATE HWY ENGR
MAY 17 '82
REFER TO
FOR

14. DATE	15. SIGNATURE OF APPR[illegible]	[illegible]
5/5/82	D. K. Boomer	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

Folsom

CHEMAWA RD. ~ GREENWOOD DR. SEC. FAU 1705 (N. RIVER RD.) MARION COUNTY				Sheet No. 1
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCA YEAR	TOTA Sheets See Index
10	OREGON			

FAUS

OF OREGON

F TRANSPORTATION

HWAY DIVISION

RECEIVED

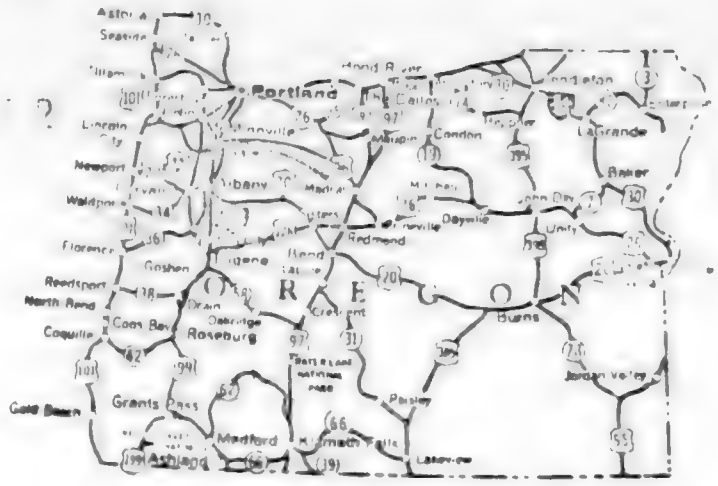
PROPOSED PROJECT

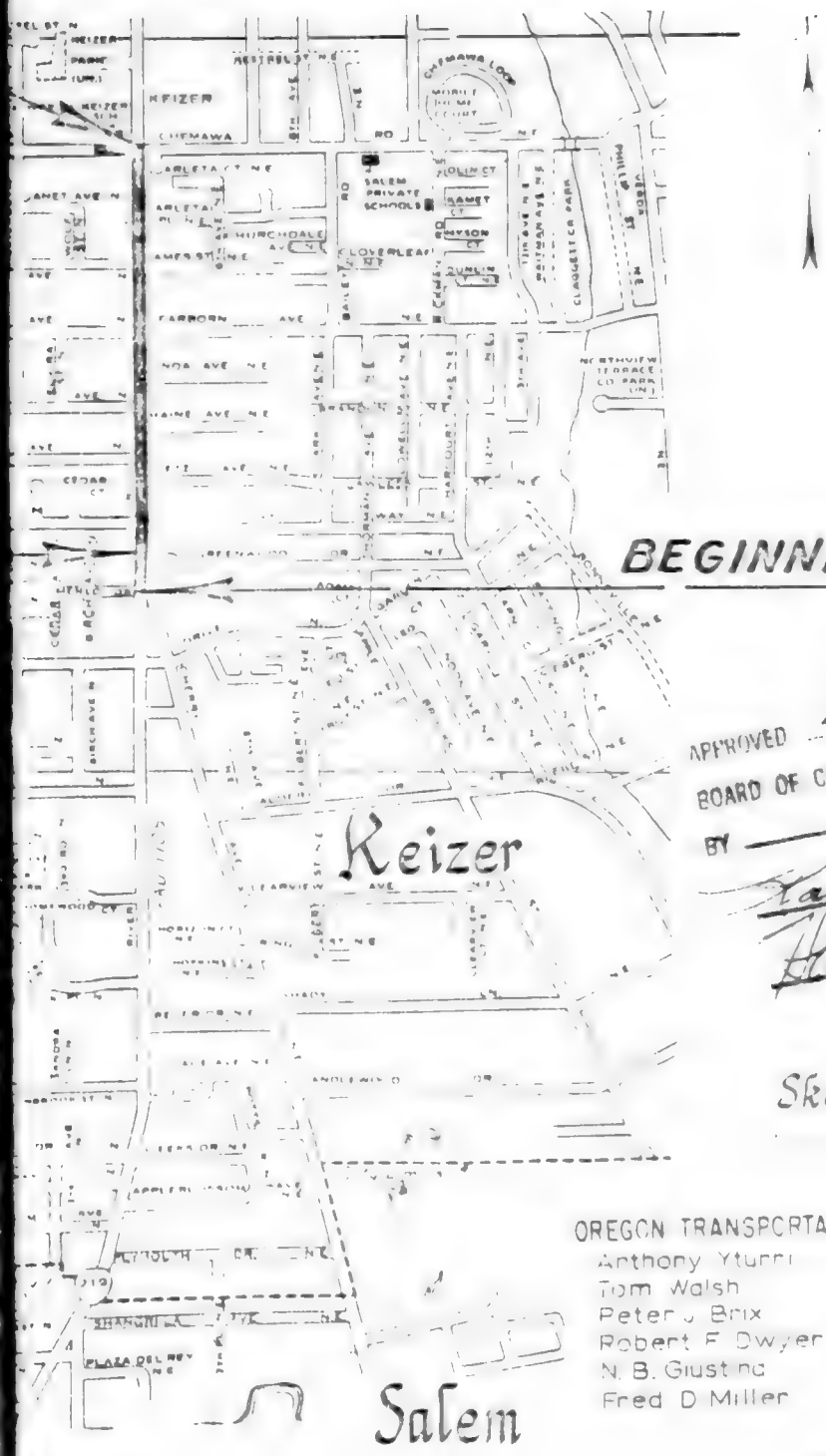
MARION COUNTY [illegible]

GREENWOOD DR. SEC.

(N. RIVER RD.)

ON COUNTY





PRELIMINARY COPY
MAR 2 2 1982
SUBJECT TO CHANGE
FINAL DESIGN UNIT

RECEIVED

Verstoeg
Anderson
Sullivan

1982

ROAD DESIGN SECTION

Do Not Use
Return To
Action

BEGINNING OF CONTRACT PROJECT

Sta. 92+60

Voted - 7-2.

APPROVED April 14 19 82
BOARD OF COMMISSIONERS MARION COUNTY
BY Randolph Temple
Harry Carson Jr.

Sketch Map

OREGON TRANSPORTATION COMMISSION
Anthony Yturri
Tom Walsh — CHAIRMAN
Peter J. Brix
Robert F. Dwyer
N. B. Giustina
Fred D. Miller — TRANSPORTATION

E. S. Hunter — STATE HIGHWAY ENGINEER
ASSISTANT STATE

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
APPROVED
FIELD OPERATIONS ENGINEER — DATE

1982 Bombing Range Rd.-Butter Cr. 9487
(Unit 2) Sec. on the Lexington-Echo
Hwy. (Grad., Pav. Struc.)

Form Approved: OMB No. 2125-0529
Exp. Date 8/31/85

TO BE COMPLETED BY FHWA		
MONTHLY TRANSACTION NUMBER	U.S. Department of Transportation **Federal Highway Administration**	State: Oregon
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County: Morrow
MODIFICATION NUMBER: 3		Project Number: F-76(6)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on June 18, 19 82 is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 1,399,771	$ 1,395,231
Federal funds	$ 1,234,317	$ 1,230,314
Other revisions		

This modification is made for the following reasons: To decrease Appn Code 010 and to utilize funds on other obligations.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the [illegible] day of [illegible], 19[illegible]

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By [signature]

Manager, Program Section
Title

XXX By For: Larry Rulien

State Highway Engineer
Title

By _____

Title

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By [signature]
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON DECEMBER 4, 1986

FEDERAL AID PROJECT NO. F-76(6)

BOMBING RANGE RD.-BUTTER CREEK (UNIT #2) SECTION
LEXINGTON-ECHO HIGHWAY
MORROW COUNTY

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE 6204
ROADWAY (Sta. 714+00 to Sta. 1035+43.25)

SUBTOTAL of Previous Estimate $1,154,202.82

TYPE CODE X020
STRUCTURE, BRIDGE NO. 4504A

TOTAL the same as Previous Estiamte of June 10, 1982 $ 94,340.00

TYPE CODE X020
STRUCTURE, BRIDGE NO. 2432A

TOTAL the same as Previous Estimate of June 10, 1982 $ 69,050.00

SUBTOTAL	$ 163,390.00
Engineering	20,423.00
TOTAL	$ 183,813.00

Length of Roadway ----------	6.087 mi.
Length of Structure ----------	0.013 mi.
TOTAL	7.000 mi

DRH:pf

SUMMARY OF FUNDS (88.18%)

Description	Appn Code	Total Cost	Federal Funds	State Funds
Roadway	010	$ 1,211,418.00	$ 1,068,228.00	$ 143,190.00
Structures	010	183,813.00	162,086.00	21,727.00
Total		$ 1,395,231.00	$ 1,230,314.00	$ 164,917.00

Group 1: 100%
Contract No. 9487
Prefix: 125-1970
Prefix: C09487

RLC:bkb

TO BE COMPLETED BY FHWA		
MONTHLY TRANSACTION NUMBER 9-82	U.S. Department of Transportation **Federal Highway Administration**	Form Approved; O M B No. 04-R2089
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	State: Oregon
MODIFICATION NUMBER 2		County: Morrow
		Project Number: F-76(6)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on June 18 ,19 82 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 1,468,947.00	$ 1,399,771.00
Federal funds	$ 1,295,317.00	$ 1,234,317.00
Other revisions		

This modification is made for the following reasons:

To decrease Appn. Code 010 and to utilize released funds on other obligations.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 12th day of September ,1985 .

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By _____

Manager, Program Section
(Title)

XXX By For: L. W. Rulien, P.E.

State Highway Engineer
(Title)

By _____

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Jale E. Wilken

RECEIVED
OCT 2 1985

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

Gen. File

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON SEPTEMBER 13, 1985

FEDERAL AID PROJECT NO. F-76(6)

Bombing Range Rd.-Butter Creek (Unit #2) Section
Lexington-Echo Highway
Morrow County

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE 6204
Roadway (Sta. 714+00 to Sta. 1035+43.25)

Subtotal of previous estimate of June 10, 1983		$1,047,460.00
Additional Items		
Columbia Basin Electric Cooperative (S.F.O.)	All Required	$ 96,626.82
Umatilla Electric Cooperative (S.F.O.)	All Required	10,116.00
		$ 116,742.82
	Increase	$ 116,742.82
	Subtotal	1,164,202.82
	Engineering	51,755.18
	Total	$1,215,958.00

Type Code X020
Structure, Bridge No. 4504A

Total the same as previous estimate of June 10, 1983	$ 94,340.00

Type Code X020
Structure, Bridge No. 2432A

Total the same as previous estimate of June 10, 1983		$ 69,050.00
	Subtotal	$ 163,390.00
	Engineering	20,423.00
	Total	$ 183,813.00

Length of Roadway	----------	6.087 mile
Length of Structure	----------	0.013 mile
TOTAL		7.00

SUMMARY OF FUNDS (88.18%)

Description	Total Cost	Federal Funds	State Funds
Roadway	$1,215,958.00	$1,072,231.00	$143,727.00
Structures	183,813.00	162,086.00	21,727.00
TOTAL	$1,399,771.00	$1,234,317.00	$165,454.00

Group 1: 100%
Contract No. 9487
Prefix: 125-1970
Prefix: C09487

RLC:me

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State
MONTHLY TRANSACTION NUMBER		Oregon
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Morrow
MODIFICATION NUMBER 1	5-17 83	Project Number F-76(6)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on June 18 , 19 82 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 1,362,205.00	$ 1,468,947.00
Federal funds	$ 1,201,192.00	$ 1,295,317.00
Other revisions		

This modification is made for the following reasons: to include approved funds for utility adjustments.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the [illegible] day of [illegible] , 19[illegible] .

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By [signature]

Manager, Program Section
(Title)

By For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By [signature]
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Oregon State Highway Division
Salem, Oregon May 16, 1983

Federal-Aid Project
No. F-76(6)

Bombing Range Rd.-Butter Creek (Unit #2) Section
Lexington-Echo Highway
Morrow County

REVISED PROJECT AGREEMENT ESTIMATE

Type Code 6204
Roadway (Sta. 714+00 to Sta. 1035+43.25)

Subtotal of previous estimate of June 10, 1983		$ 1,047,460.00
Additional Items		
Columbia Basin Electric Cooperative (S.F.O.)	All Required	$ 96,626.82
Umatilla Electric Cooperative (S.F.O.)	All Required	10,116.00
		$ 116,742.82
	Increase	$ 106,742.82
	Subtotal	$ 1,154,202.82
	Engineering	130,931.18
	Total	$ 1,285,134.00

Type Code X020
Structure, Bridge No. 4504A

Total the same as previous estimate of June 10, 1983		$ 94,340.00

Type Code X020
Structure, Bridge No. 2432A

Total the same as previous estimate of June 10, 1983		$ 69,050.00
	Subtotal	$ 163,390.00
	Engineering	20,423.00
	Total	$ 183,813.00

Length of Roadway -------	6.087 mi.
Length of Structure -----	0.013 mi.
Total	7.00 mi.

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 1,285,134.00	$ 1,133,231.00	$ 151,903.00
Structures	183,813.00	162,086.00	21,727.00
	$ 1,468,947.00	$ 1,295,317.00	$ 173,630.00

Group 1 100%
Cont. No. 9487
Prefix: 125-1970
Prefix: 125-1074

STATE COPY

OMB No. 04-R2089

TO BE COMPLETED BY FHWA	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State
MONTHLY TRANSACTION NO. 6-164	FEDERAL-AID PROJECT AGREEMENT	Oregon
		County Morrow
		Project No. F-76(6)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

Bombing Range Rd.- Butter Creek

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	5-5-82	7.00
OTHER *(Specify)*		

FUNDS PRO DATA 89.18%

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$1,362,205.00	$1,201,192.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By _____

Program Management Engineer
(Title)

XXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Date executed by
Division Administrator _____

Form **PR-2** (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Gen File

Oregon State Highway Division
Salem, Oregon June 10, 1982

Federal-Aid Project
No. F-76(6)

Bombing Range Rd.-Butter Creek (Unit #2) Section
Lexington-Echo Highway
Morrow County

PROJECT AGREEMENT ESTIMATE

Type Code 6204
Roadway (Sta. 714+00 to Sta. 1035+43.25)

Furnishing Field Laboratory	1 Each	2,000.00	$ 2,000.00
Mobilization		All Required	100,000.00
Temporary Protection and Direction of Traffic		All Required	9,000.00
Temporary Signs	950 Sq. Ft.	5.00	4,750.00
Temporary Barricades	9 Each	50.00	450.00
Temporary Continuous Traffic Barriers, Reflectorized	475 Lin. Ft.	10.00	4,750.00
Temporary Delineators	80 Each	10.00	800.00
Flagman	2,000 Hour	20.00	40,000.00
Pilot Car	700 Hour	1.00	700.00
Clearing and Grubbing		All Required	40,000.00
Removal of Structures & Obstructions		All Required	40,000.00
Ditch Excavation	75 Cu. Yd.	6.00	450.00
General Excavation	84,630 Cu. Yd.	1.60	135,408.00
Toe Trench Excavation	305 Cu. Yd.	6.00	1,830.00
Stone Embankment	400 Cu. Yd.	8.00	3,200.00
Trench Excavation	378 Cu. Yd.	10.00	3,780.00
Finishing Roadbed and Slopes		All Required	10,000.00
Watering	2,670 M-Gal.	10.00	26,700.00
1"-0 Aggregate Base	61,000 Ton	3.00	183,000.00
Class "B" Asphalt Concrete Mixture	13,000 Ton	10.00	130,000.00
Asphalt Cement in Mixture	788 Ton	185.00	145,780.00
Membrane Waterproofing	320 Sq. Yd.	10.00	3,200.00
Asphalt in Tack Coat	8 Ton	250.00	2,000.00
3/4"-0 Aggregate in Prime Coat	800 Ton	12.00	9,600.00
MC-250 Asphalt in Prime Coat	75 Ton	230.00	17,250.00

12-inch Culvert Pipe	260 Lin. Ft.	8.00	2,080.00
18-inch Culvert Pipe	388 Lin. Ft.	14.00	5,432.00
24-inch Culvert Pipe	80 Lin. Ft.	16.00	1,280.00
36-inch Culvert Pipe	248 Lin. Ft.	20.00	4,960.00
78-inch Arch Type Pipe	72 Lin. Ft.	122.00	8,784.00
Guard Rail, Type 2A	800 Lin. Ft.	8.00	6,400.00
Guard Rail, Type 3	200 Lin. Ft.	25.00	5,000.00
Guard Rail Anchors, Type 1	9 Each	300.00	2,700.00
Rail End Pieces, Type C	12 Each	100.00	1,200.00
Extra for Asphalt Approaches	22 Each	200.00	4,400.00
Loose Riprap, Class 100	165 Cu. Yd.	10.00	1,650.00
Loose Riprap, Class 700	280 Cu. Yd.	15.00	4,200.00
Filter Blanket	40 Cu. Yd.	20.00	800.00
Delineators, Type 2	72 Each	18.00	1,296.00
Delineators, Type 3	24 Each	20.00	480.00
Delineators, Type 4	8 Each	25.00	200.00
Roadside Seeding & Straw Mulch Binder	23 Acre	500.00	11,500.00
Bridge Removal Work		All Required	44,000.00
Structural Concrete Class 3300	8 Cu. Yd.	3.50	2,800.00
Reinforcement	900 Lbs.	0.50	450.00
			$1,024,260.00

Anticipated Items

Permanent Signing	All Required	$ 5,000.00
Permanent Pavement Striping	All Required	2,700.00
Temporary Pavement Striping	All Required	1,500.00
Asphalt Cement Adjustment	All Required	14,000.00
		$ 23,200.00
	SUBTOTAL	$1,047,460.00
	Engineering	130,932.00
	TOTAL	$1,178,392.00

Type Code X020
Structure, Bridge No. 4504A

Bridge Removal Work		All Required	$ 30,000.00
Structure Excavation	390 Cu. Yd.	6.00	2,340.00
Structural Concrete, Class 3300		All Required	28,000.00
4'x30'x35' Prestressed Slabs	8 Each	2,500.00	20,000.00
Reinforcement		All Required	11,000.00
Metal Rail with Tubing	75 Lin. Ft.	40.00	3,000.00
			$ 94,340.00

Type Code X020
Structure Bridge No. 2432A

Bridge Removal Work		All Required	10,000.00
Structure Excavation	180 Cu. Yd.	10.00	1,800.00
Structural Concrete, Class 3300		All Required	11,000.00
4' x 55'/60' Prestressed Slabs	8 Each	4,500.00	36,000.00
Reinforcement		All Required	4,000.00
Metal Rail with Tubing	125 Lin. Ft.	50.00	6,250.00
			$ 69,050.00
		SUBTOTAL	$ 163,390.00
		Engineering	20,423.00
		TOTAL	$ 183,813.00

Length of Roadway ---------- 6.087 mi.
Length of Structure --------- 0.013 mi.
TOTAL 7.000 mi.

Cost of Roadway Per Mile ----$193,591.58

Work Retained in Program Status
(Not included in amounts below)

Columbia Basin Electric Cooperative	All Required	$ 97,000.00
Umatilla Electric Cooperative	All Required	2,000.00

SUMMARY OF FUNDS (88.18%)

Description	Total Cost	Federal Funds	State Funds
Roadway	$1,178,392.00	$1,039,106.00	$139,286.00
Structures	183,813.00	162,086.00	21,727.00
TOTAL	$1,362,205.00	$1,201,192.00	$161,013.00

Group 1 100%
Contract No. 9487
Prefix: 125-1970
Prefix: 125-1074

cc: OSHD (Coulter)

rll

U.S. Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

STATE COPY

REGION NO.	REPORT NO.	COUNTY	DIVISION
10	2	Morrow	Oregon

DATE OF REPORT	REPORT MADE BY	PROJECT NO.
12/2/84	D. B. Carter, Area Engineer	F-76(6)

COMPLETION DATE (Actual)	ACCEPTANCE DATE BY CONRTACT AGENCY	TIME ELAPSED	CONTRACT TIME
5/19/83	10/18/83	96 %	350 calendar days

LOCATION

Approximately 13.2 miles NW of Lexington, Morrow County, Oregon

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)
A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

BOMBING RANGE ROAD-BUTTER CREEK (UNIT #2) SECTION
LEXINGTON - ECHO HIGHWAY
Grading, Paving & Structures

This project provided for the reconstruction of approximately three miles of this highway. Also included was the construction of two structures.

The final cost of the original contract bid items was $1,136,683.05 or a 4.48 percent underrun of the contract bid amount of $1,187,650. The final cost of the project including all changes and engineering was $1,402,959.42.

All items noted in the final inspection report have been resolved, and so, acceptance of the project is recommended.

NOTED
W. E. SCHWARTZ

All participating work has been completed.

All signing and striping is complete.

A copy of the Statement of Overruns and Underruns is attached to the Division Office copy of this report.

RECEIVED
STATE HWY ENGR
DEC 12 '84
REFER TO
Fredrickson
FOR
Info | Invest | R/D | O.K. | Ltr. | Ret. | File

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE: D. B. Carter (Signed by Carter, Area Engr.)		SIGNATURE: G. K. Hossner	
TITLE: Area Engineer 12-7-84	DATE	TITLE: Field Operations Engineer	DATE: 12/11/84

FORM FHWA 1446B (Rev. 2-84) PREVIOUS EDITIONS MAY BE USED.

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

October 21, 1983

IN REPLY REFER TO
FILE NO.
CON 5
#9487

Safeco Insurance Company of America
4101 S.W. Kruse Way
Lake Oswego, OR 97034

Gentlemen or Ladies:

Contract No. 9487 awarded to R. L. Coats for work on the Bombing Range Road-Butter Creek (Unit 2) Section of the Lexington-Echo Highway in Morrow County was completed on June 10, 1983, and accepted by the State Highway Division on October 18, 1983.

Final payment will be released to the contractor as soon as payment processing can be completed, but not before October 26, 1983.

You have previously been notified of a claim filed against the performance bond on this contract.

Sincerely,

Robert W. Gormsen

Robert W. Gormsen
COMMISSION SERVICES

cc: R. L. Coats
63285 Skyline Ranch Road
Bend, OR 97709

5/14/84 Please advise the date of completion & acceptance and the final Contract Price.

Thank You

Ruby Cox

Ruby Cox
Safeco Surety

RECEIVED
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

731-0146

December 22, 1983

Barbara Bloodsworth, County Clark
Morrow County
PO Box 338
Heppner, OR 97836

AGR 3

Dear Ms. Bloodsworth:

Attached for your records is a copy of "Abandonment Resolution No. 613," adopted by the Oregon Transportation Commission on December 20, 1983, abandoning a short section of old alignment in the Bombing Range Road-Butter Creek Road Section of the Lexington-Echo Highway.

Please bring this to the attention of the County Court.

Sincerely,

Robert W. Bormsen
COMMISSION SERVICES

kjm
Attachment

cc: Hon. Donald C. J. McElligott
Morrow County Judge
PO Box 778
Heppner, OR 97836

bc: Don Harwell (resolution attached)

PRO

DATE: December 9, 1983

TO: Oregon Transportation Commission

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Abandonment Resolution
Bombing Range Rd.-Butter Creek Rd. Section
Lexington-Echo Highway No. 320
Morrow County

A resolution to abandon from the state highway system a short section of old alignment in the Bombing Range Road-Butter Creek Road Section of the Lexington-Echo Highway, State Secondary Highway No. 320 in Morrow County will be on the consent calendar for your consideration at the December 20 meeting.

The parcel involved, which is 0.35 miles in length, is no longer needed for right-of-way purposes or for public use and will be abandoned to the abutting property owner.

Your adoption of this resolution is recommended.

CK:pf

bc Fred D. Miller
R. W. Gormsen
Robert N. Bothman
E. S. Hunter
W. E. Schwartz
R. L. Schroeder
George Bell
C. T. Keasey
J. H. Versteeg
Gary A. Potter
J. B. Boyd
R. D. Hector
R. Lang

9411

October 25, 1983

Safeco Insurance Company of America
4101 S.W. Kruse Way
Lake Oswego, OR 97034

CON 5
#9487

Gentlemen or Ladies:

On October 21, 1983, we wrote to you concerning release of final payment on Contract No. 9487 awarded to R. L. Coats for work on the Bombing Range Road-Butter Creek (Unit 2) Section of the Lexington-Echo Highway in Morrow County.

Final payment on this contract is $1,000.01 and the total contract amount is $1,138,639.06 including $1,956.01 for work performed under force account.

Sincerely,

Robert W. Gornsen
COMMISSION SERVICES

dc

cc: R. L. Coats
63285 Skyline Ranch Road
Bend, OR 97709

bc: C. T. Keasey
Walt Hart
Robert Hector

320

STATE OF OREGON
HIGHWAY DIVISION

INTEROFFICE MEMO
PRO

TO: ____ Region # 5 Engineer
____ District # 12 Maintenance Supervisor
✓ Road Design Section
FROM: ____ Parks Division, Planning Unit
____ Right of Way Section, Salem Office Unit
____ Right of Way, Region # 5
SUBJECT: ____ Parks Division, Recreational Trails Coordinator

DATE: 10-21-83

SUBJECT: Tentative Abandonment

This office proposes to abandon a portion of old alignment of the Bombing Range Rd. - Butter Creek Rd. Section of the Lexington - Echo Highway, No. 320 in Morrow County, to the abutting property owner approximately as shown on the attached map, colored in brown.

References: R/W File 52344 R/W Map 98-19-10

It is requested that your office indicate below whether or not the subject section is clear for such abandonment.

☐ Clear for Abandonment

☐ Not clear for Abandonment

REMARKS _____

By _____

Date _____

NOTE: Please return completed form to Program Section, Salem.

REFERRED TO
By SIGNAL DESIGN UNIT

No problem other than what Wakerley has commented on

Forsteen
Anderson
Adams
Jacnab
Stoudenmeyer
Perpin
Trout
Wakerley

RECEIVED
OCT 21 1983
ROAD DESIGN SECTION

Do Not File
Return to
Bring Up
Action

r11

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: F-76(3)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 10092

2A. COUNTY NAME: Morrow

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 2/1/83

8. FEDERAL ROUTE NUMBER: Primary 76

9. STATE ROUTE NUMBER: Secondary 320

10. GENERAL LOCATION: Bombing Range Road - Butter Creek Road

11. GENERAL DESCRIPTION OF WORK: Program correction

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- [ ] PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- [ ] PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- [ ] ACQUISITION OF RIGHT-OF-WAY
- [ ] CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- [ ] CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [X] OTHER *(Specify)* See below

13. REMARKS

As requested by Mr. Potter's letter of 8/9/83 I concur that it is in the public interest to add to the character of work "utility preparatory work" which is an eligible item but inadvertently not included in the original authorization. TEC $5,197.60 Federal Funds $4,581.70. The above authorization is contingnet upon modification of Project Agrement if additional funds are required.

RECEIVED
STATE HWY ENGR
AUG 23 '83
REFER TO
FOR

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
8/16/83	J. K. Hansen	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.

PRO 6-2

Date: August 9, 1983

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

ORIGINAL SIGNED BY
GARY A. POTTER

From: Gary A. Potter, Manager
Program Section

Subject: Program Change
Project No. F-76(3)
Bomber Range Rd.-Butter Cr. Rd. Sec.
Morrow County

I request your approval of a program change on the subject project to include in the character of proposed work "utility preparatory work" at an estimated total cost of $5,197.60 for work by Columbia Basin Electric Cooperative Inc. and Umatilla Electric Cooperative Associations. This utility preparatory work began in February 1982 and was completed prior to authorization being given for the utilities to proceed with actual adjustments of their facilities on Project No. F-76(6).

An audit of the final bills from the affected utility companies was our first indication of this preparatory work.

I further request your concurrence that the utility prepartory costs are eligible for participation on the subject project.

CL:bkb
cc: V. Skoog
General Files

Form 734-3122

rll

OSHD (Coulter)

Region (HCM-010)

STATE COPY

INITIAL REPORT &
FINAL INSPECTION

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

RECEIVED
STATE HWY ENGR
JUN 22 '83
REFER TO
FOR
Info | Inves | /D | F | Sign | Act | File

REGION NO.	REPORT NO.	COUNTY	DIVISION
10	1	Morrow	Oregon

DATE OF INSPECTION	INSPECTION MADE BY	PROJECT NO.
5/24/83	David B. Carter, Area Engineer	F-76(6)

IN COMPANY WITH

Bobby Johnson, Project Manager; OSHD

LOCATION

Approximately 13.2 miles Northwest of Lexington, Morrow County, Oregon

CONTRACTOR NAME AND ADDRESS

R. L. Coats, 63285 Skyline Ranch Road, Bend, Oregon 97709

AWARD DATE	CONTRACT AMOUNT	TIME ALLOWED	TIME STARTED	WORK STARTED
6/4/82	$1,187,650	350 C D	6/19/82	7/7/82

QUALITY OF WORK	PROGRESS OF WORK	TIME ELAPSED	WORK COMPLETED
Satisfactory	Satisfactory	96%	100%

REMARKS

BOMBING RANGE ROAD-BUTLER CREEK (UNIT #2) SECTION
LEXINGTON-ECHO HIGHWAY
Grading, Paving & Structures

NOTED
W. E. SCHWARTZ

This project provided for the reconstruction of approximately three miles of this highway. Also included was the construction of two structures.

The construction of this project is now essentially complete.

Signing at the Butler Creek end of the project was discussed. It is felt that warning signs should be erected to advise motorists leaving the new construction that they will be encountering a substantially narrower road. Mr. Johnson indicated that he has discussed signing in this area with H. Oswald, DMS, and that maintenence forces will be erecting appropriate signing in this area.

Some of the seeding and mulching has blown away from the slopes. In other areas the treatment has taken well. It was observed that farmers along the road outside the project limits are generally treating the roadside area to stop unwanted weed propagations. They will probably do the same through the project area. This road traverses through productive wheat producing areas and weed propagation is undesirable.

Acceptance of the project is recommended upon completion of the signing and resolution of the seeding and mulching problem.

-con't-

The project authorization was $1,473,581.25. The estimated cost of the completed project exclusive of engineering is $1,251,072.43. The cost of engineering to date (May 21, 1983) is $140,000. The total cost of the project to date is $1,391,072.43.

Records indicate that the materials incorporated into the work are considered to be suitable for the use intended. No penalties were assessed on the materials for the project.

9447

No. 46

FINAL

FORM 81-734-3001

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

	SECTION: Bombing Range Road - Butter Creek (Unit 2)	WEEK ENDING: May 21, 1983
		SECTION PREFIX: 125-1074
	HIGHWAY: Lexington - Echo	COUNTY: Morrow
NAME OF JOB: Bombing Range Rd-Butter Cr(Unit 2)	KIND OF WORK: Grading & Paving	
CONTRACTOR: R. L. Coats	CONTRACT NUMBER: 9487	FEDERAL AID PROJECT NUMBER: F-76(6)
DATE OF CONTRACT: June 4, 1982	DATE WORK STARTED: July 7, 1982	ESTIMATED COMPLETION DATE: June 3, 1983
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 1 SUPERVISION:	SPECIFIED WORK DAYS	WORK DAYS USED
	SPECIFIED CALENDAR DAYS [illegible]	CALENDAR DAYS USED 335
PROJECT AUTHORIZATION: $1,473,581.25	SPECIFIED COMPLETION DATE	PERCENT OF TIME ELAPSED: 96%
EXCLUSIVE OF ENGINEERING: $1,368,793.25	ENGINEERING AUTHORIZATION $104,788.00	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100%
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $1,251,072.43	ENGINEERING COST TO DATE $140,000.00	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 95%
ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 5.6 %	PERCENT OF AUTHORIZATION 134 %	DATE PROJECT WAS COMPLETED: May 19, 1983

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE	MAT'L PROD
100%	100%	100%	100%	100%	100%

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	4.6	4.6			4.6
MILES PARTIALLY COMPLETED	4.6	4.6			4.6
MILES COMPLETED	4.6	4.6			4.6
TOTAL ESTIMATED QUANTITIES (CONTRACT)	84,360 CY	61,000 Ton			12,000 Ton
TOTAL QUANTITIES CORRECTED TO DATE	75,876 CY	65,185 Ton			12,683 Ton
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	75,876 CY	65,185 Ton			12,683 Ton
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK.

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	07041	21321			
PERCENT	100%	100%			

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY 15				
MONDAY 16	Cloudy			
TUESDAY 17	Cloudy			
WEDNESDAY 18	Cloudy			
THURSDAY 19	Fair			[illegible] -1-83
FRIDAY 20	Fair			
SATURDAY 21				

GENERAL DESCRIPTION OF ACTIVITIES FOR T : WEEK	
SUNDAY 15	No Actvity
MONDAY 16	No Activity
TUESDAY 17	No Activity
18 WEDNESDAY	No Activity
19 THURSDAY	r ject signing removed. Second Notification submitted his date
20	No Activity
SATURDAY 21	No Activity

REMARKS

ontractor removed the project signs completing the project.

econd Notification submitted May 13, 1983.

mi-final has been submitted.

ntractor has to submit DD -47's to complete project.

Thomas G. Pace
for Bobby D. Johnson, Proj. Mgr.

LOCATION Pendleton

PRIME RESIDENT SUBMIT 2 COPIES. WHEN

- 3 COPIES

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
JAN 1 1983
NORMA PAULUS

May 3, 1983

IN REPLY REFER TO
FILE NO.

Gresham Cooperative
325 NE Hogan (242nd)
Gresham, OR 97030

CON 5
#9487

5-13-83

Gentlemen:

This will acknowledge your Notice of Claim dated April 4, 1983, with attached invoice concerning the following Highway Division contract:

FILED BY:	Gresham Cooperative
AMOUNT:	$2,002.84
FOR:	Material
AGAINST (Prime contractor)	R. L. Coats
SUBCONTRACTOR:	John McKinney and Greenway Erosion Control, Inc.
CONTRACT NO:	9487
PROJECT:	Work on Bombing Range Road-Butter Creek (Unit 2) Section of Lexington-Echo Highway in Morrow County
SURETY:	Safeco Insurance Co. of America
AGENT:	Corroon & Black of Oregon

We will advise the surety and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office (121 Transportation Building, Salem, OR 97310) when your claim has been paid.

RECEIVED
MAY 9 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Sincerely,

Robert W. Cormsen
COMMISSION SERVICES

cc: R. L. Coats
63285 Skyline Ranch Road
Bend, OR 97709

Safeco Insurance Co. of America
4101 SW Kruse Way
Lake Oswego, OR 97034

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

731-0188

RECEIVED

N O T I C E

TO: STATE OF OREGON, HIGHWAY DEPARTMENT

Notice is hereby given that Gresham Cooperative has a claim for materials (22-16-8 50% Urea Fertilizer) supplied to John McKinney and Greenway Erosion Control, Inc., a subcontractor of R. L. Cotes, in the sum of $ 2,002.84 , against Bond No. CCL 22028, issued June 14, 1982, for the work of R. L. Cotes on the Lexington-Echo Highway Project (Project No. 9487)

Gresham Cooperative anticipates that 4 tons of fertilizer at $1,796.00 per ton will be supplied for this project prior to completion.

DATED this 4th day of April , 1983.

GRESHAM COOPERATIVE

By Robert Jackson

GRESHAM COOPERATIVE
325 N. E. HOGAN (242nd)
GRESHAM, OREGON 97030

GASOLINE · OILS · TIRES · ACCESSORIES · HEATING OILS · HARDWARE
FERTILIZER · CHEMICALS

Phone 665-9151

GRESHAM COOPERATIVE

325 N E 242nd DRIVE GRESHAM OREGON 97030

INVOICE NUMBER 133376

GRAINWAY EROSION CONTROL 3-17-83

22-1-36

1	CASH SALE
2	CHARGE

C.O.D.	Mose Reta	SOLD BY	DEPT. NO.
		Lee	

UNITS	DESCRIPTION	SALES CODE	UNIT PRICE	AMOUNT
4	Tow 22-16-8	431	449.00	1796 00
	w/ 50% D. Trailer From			
	Grain Farm & Home			
	Show Release			
	PALLETS RETURN	43		(0 00)
3	GATE HOOKS	426	4.69	14 07

TERMS: Billing date is the first of each month. A FINANCE CHARGE of 1½% per billing period, which is an ANNUAL RATE of 18%, or a minimum of $1.00, will be charged on prior billing period balances remaining unpaid at the next billing date.

TOTAL 1800 07

CIRCLED ITEMS INDICATE CREDIT

REC'D BY X J. D. McKinney

REMARKS

FORM #74923 (2-82)

THE PRICE FOR PETROLEUM PRODUCTS INCLUDES APPLICABLE MOTOR VEHICLE FUEL TAXES UNLESS OTHERWISE INDICATED

ORIGINAL

GASOLINE · OILS · TIRES · ACCESSORIES · HEATING OILS · HARDWARE
FERTILIZER · CHEMICALS

Phone 665-9151

GRESHAM COOPERATIVE

325 N.E. 242nd DRIVE GRESHAM OREGON 97030

INVOICE NUMBER 132667

DATE 3/17/83

GREENWAY EROSION CON.

OK'D V.C

C.O.D.	Wire Refd	SOLD BY	DEPT NO		1 CASH SALE
					X CHARGE

UNITS	DESCRIPTION	SALES CODE	UNIT PRICE	AMOUNT
55.0	Diesel - Off Road	405	0.78	43
161.41	Reg	401	0.91	146 34

TERMS: Billing date is the first of each month. A FINANCE CHARGE of 1½% per billing period, which is an ANNUAL RATE of 18%, or a minimum of $1.00, will be charged on prior billing period balances remaining unpaid at the next billing date.

TOTAL 202 77

CIRCLED ITEMS INDICATE CREDIT

RECD BY X Lou E. McKinney

REMARKS

FORM #74923
(2-82)

THE PRICE FOR PETROLEUM PRODUCTS INCLUDES APPLICABLE MOTOR VEHICLE FUEL TAXES UNLESS OTHERWISE INDICATED

ORIGINAL

9427

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: F-76(3)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 10092

2A. COUNTY NAME: Morrow

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 8/29/82

8. FEDERAL ROUTE NUMBER: Primary 76

9. STATE ROUTE NUMBER: Secondary 320

10. GENERAL LOCATION:

Bombing Range Road - Butter Creek Road

11. GENERAL DESCRIPTION OF WORK

Program change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [XX] OTHER *(Specify)* Program change See below

13. REMARKS

As requested in Mr. Swan's letter of 8/25/82 I approve the revised Preliminary Engineering Costs to a TEC of $124,350 Federal Funds $109,614.

(Increase TEC $12,150 Federal Funds $10,710)

RECEIVED
STATE HWY ENGR
SEP 1 '82
REFER TO
FOR
Info | Inves | R/D | D R | Sign | Act | File

14. DATE: 8/29/82

15. SIGNATURE OF APPROVING OFFICIAL: D K Swan

16. TITLE: for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO 6

Date: August 25, 1982

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

From: D.E. Swan, P.E.
Program Control Engineer

Subject: Program Change
Item No. 10092
Project No. F-76(3)
Bomber Range Rd.-Butter Cr. Rd. Sec.
Morrow County

I request your approval of a minor program change to adjust the estimated preliminary engineering costs to reflect more accurately the scope of work, based on the attached justification letter from Mr. Terpin dated August 20, 1982.

Approval of this request will involve an increase of $12,150 in total cost and federal obligation of $10,710, with revised financing as follows:

	TEC	FF	%
Present	$124,350	$109,614	88.15
Previous	112,200	98,904	
Difference	$ 12,150	$ 10,710	

CL:bkc
Attachment

cc: F.E. Terpin
General Files

Form 734-3122

U. S. DEPARTMENT OF TRANSPORT. ION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: F-76(6)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 10092

2A. COUNTY NAME: Morrow

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 8/18/82

8. FEDERAL ROUTE NUMBER: Primary 76

9. STATE ROUTE NUMBER: Secondary 320

10. GENERAL LOCATION:

Bombing Range Road - Butter Creek (Unit #2) Section

11. GENERAL DESCRIPTION OF WORK

Utility Adjustment

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [XX] OTHER *(Specify)* Utility Adjustment (See below)

13. REMARKS

See Attachment

RECEIVED
STATE HWY ENGR
AUG 20 '82
REFER TO
FOR

14. DATE: 8/18/82

15. SIGNATURE OF APPROVING OFFICIAL: D K Hansen

16. TITLE: for Division Administrator

FORM PR 1240 (Rev. 12-80) PREVIOUS EDITIONS MAY BE USED

Project No. F-76(6)

As requested in Mr. Swan's letters of 7/7/82 and 7/29/82 this will confirm the advance approval date of 6/8/82 as being in the public interest to use the Tyee Construction Company for the contract labor in the relocation of Columbia Basin Electric Cooperative's aerial power line since the utility is not adequately staffed or equipped to perform this work. Contract labor as bid by Tyee Construction Company is approved in amount of $48,327.50 Federal Funds $42,615.19.

Also, I approve materials, engineering, inspections and related costs on an actual cost basis for Columbia Basin Electric less salvage value at a TEC of $48,299.32 Federal Funds $42,590.34.

I approve the Agreement, which includes the contract portion with Tyee Construction Company, with Columbia Basin Electric Cooperative.

Approval and participation for the eligible portion of the work authorized above is subject to the provisions of the Federal-aid Program Manual.

U. S. DEPARTMENT OF TRANSPORT[illegible]ON
FEDERAL HIGHWAY ADMINIST[illegible]ION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: F-76(6)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 10092

2A. COUNTY NAME: Umatilla

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 6/21/82

8. FEDERAL ROUTE NUMBER: Primary 76

9. STATE ROUTE NUMBER: Secondary 320

10. GENERAL LOCATION:

Bombing Range Road - Butter Creek (Unit #2) Section

11. GENERAL DESCRIPTION OF WORK

Utility adjustment

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- [ ] PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- [ ] PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- [ ] ACQUISITION OF RIGHT-OF-WAY
- [ ] CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- [ ] CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [XX] OTHER *(Specify)* Utility adjustment

13. REMARKS

As requested by Mr. Swan's letter of 7/6/82 this will comfirm the advance approval date of 6/21/82 to proceed with the actual adjustments to Umatilla Electric Cooperative's Aerial line relocation on an actual cost basis estimated to be $10,116 Federal Funds $8,920.

I approve the Agreement with Umatilla Electric Cooperative.

Approval and participation for the eligible portion of the work authorized above is subject to the provisions of the Federal-aid Program Manual.

RECEIVED
STATE HWY ENGR
JUL 19 '82
REFER TO
FOR
Info | Invest | R/D | D R | Sign | Act | [illegible]

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
7/13/82	D. K. Swan	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

ROW 18-4

July 7, 1982

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

FROM: D. E. Swan
Program Control Engineer

NOTE
E. S. HUNTER

RECEIVED
TECHNICAL SERVICES
JUL 8 '82
REFER TO
FOR
Info | Invest | R/D | D/R | Sign | Act | File

SUBJECT: Aerial Power Line Relocation
Columbia Basin Electric Cooperative
Bombing Range Rd.-Butter Cr. (Unit #2) Sect.
Lexington-Echo Highway
Morrow County
Project No. F-76(6)

Here is a copy of an estimate of cost to adjust Columbia Basin Electric Cooperative's facilities dated May 20, 1982, and a sketch showing their proposed relocation. The Coop has requested to use Tyee Construction Company for the contract labor required for the construction of the relocated power line and removal of the old power line. Tyee is presently under contract to the Coop for power line construction work not related to the highway project.

A certification prepared by Harlin Gerlach as to the Cooperative's rights in the land occupied by their facilities is in our files.

A copy of the relocation letter to the Cooperative dated March 24, 1982 was previously supplied to your office.

An appropriate permit for the utility's proposed relocation will be issued as required.

The State is entitled to a credit for expired service life under the provisions of Paragraph 9b (1) (b) of PPM 30-4, but was not provided for in the attached estimate. The Cooperative has been advised that a credit will be required in their billing.

There will be no betterment derived from the proposed adjustment of the Cooperative's facilities.

Your approval of the actual cost agreement, as evidenced above, and confirmation of your advanced authorization to proceed with the work as of June 8, 1982 under the provisions of PPM 30-4 and 30-4.1 is requested. Estimated cost to the State is $96,627.

JMC/DES/llr
Enclosure
cc: E. S. Hunter, J. M. Cartwright, Harlin Gerlach

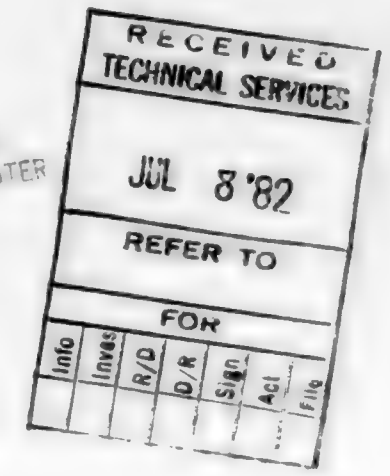
ROW 18-4

July 6, 1982

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

FROM: D. E. Swan
Program Control Engineer

NOTED
E. S. HUNTER



SUBJECT: Aerial Power Line Relocation
Umatilla Electric Cooperative
Bombing Range Rd.-Butter Creek Rd. Section
Lexington-Echo Highway
Morrow County
Project No. F-76(6)

Here is a copy of an estimate of cost to adjust Umatilla Electric Cooperative's (UEC) facilities dated June 2, 1982, and a sketch showing their proposed relocation.

A certification prepared by Harlin Gerlach as to UEC's rights in the land occupied by their facilities is in our files.

A copy of the relocation letter to UEC dated March 24, 1982 was previously supplied to your office.

An appropriate permit for the utility's proposed relocation will be issued as required.

The State is not entitled to a credit for expired service life under the provisions of Paragraph 9b (1) (b) of PPM 30-4, as the relocation involves a segment of facilities less than one mile in length of the project by the facilities.

There will be no betterment derived from the proposed adjustment of UEC's facilities.

Your approval of the actual cost agreement, as evidenced above, and confirmation of your advanced authorization to proceed with the work as of June 21, 1982 under the provisions of PPM 30-4 and 30-4.1 is requested. Estimated cost to the State is $10,116.

JMC/DES/llr
Enclosure
cc: E. S. Hunter
Jack M. Cartwright
Harlin Gerlach

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: F-76(6)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 10092

2A. COUNTY NAME: Morrow

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 5/5/82

8. FEDERAL ROUTE NUMBER: Primary 76

9. STATE ROUTE NUMBER: Secondary 320

10. GENERAL LOCATION:

Bombing Range Road - Butter Creek (Unit #2) Section

11. GENERAL DESCRIPTION OF WORK

Grade, pave and structure

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☒ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☒ OTHER *(Specify)*
  Permanent Signing S.F. $5,000
  Permanent Pavement Striping S.F. $2,700
  Temporary Pavement Striping S.F. $1,500
  Asphalt Cement Adjustment $14,000

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate.

Mr. Swan's 5/3/82 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $1,582,320 Federal Funds $1,395,280.

A signed copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
MAY 14 '82
REFER TO
FOR
Info | Invest | R/D | D R | Sign | Ltr | File

14. DATE: 5/5/82

15. SIGNATURE OF APPROVING OFFICIAL: G K Swanson

16. TITLE: for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

9487

U.S. Department of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project F-76(3)
Butter Creek Bridge (BR 2432A)
Morrow County

Date: February 24, 1982

From: Division Administrator

Reply to Attn of: HBR-OR

To: Mr. H. S. Coulter, State Highway Engineer, ODOT
ATTN: Mr. W. J. Hart, Bridge Engineer

We have reviewed Mr. Wallace's submittal of February 8, 1982, on the Butter Creek Bridge Lexington-Echo Highway.

We agree with your proposal but feel the footings should be lowered. Please consider this item when you prepare the plans.

For Dale E. Wilken

cc:
OSHD (W J Hart, Br)

RECEIVED
STATE HWY ENGR
FEB 25 '82
REFER TO
FOR

RECEIVED
TECHNICAL SERVICES
FEB 26 '82
REFER TO
FOR
Info | Inves | R/D | D/R | Sgt | Apl | File

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: F-76(3)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 10092

2A. COUNTY NAME: Morrow

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 2/23/82

8. FEDERAL ROUTE NUMBER: Primary 76

9. STATE ROUTE NUMBER: Secondary 320

10. GENERAL LOCATION:

Bombing Range Road - Butter Creek Road

11. GENERAL DESCRIPTION OF WORK

Program change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- [ ] PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- [ ] PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- [ ] ACQUISITION OF RIGHT-OF-WAY
- [ ] CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- [ ] CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [XX] OTHER *(Specify)* Program change
See below

13. REMARKS

As requested in Mr. Swan's letter of 2/12/82 I approve the revised Preliminary Engineering Costs to a TEC of $112,000 Federal Funds $98,904.

(Increase TEC $35,400 Federal Funds $31,205)

14. DATE: 2/23/82

for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

1417

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

DES 23
2432A

February 8, 1982

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: Walter J. Hart, P.E.
Bridge Engineer

NOTED
E. S. HUNTER

L. L. Wallace, P.E.
Assistant Bridge Engineer

RECEIVED
TECHNICAL SERVICES
FEB 8 '82
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Appl | File

SUBJECT: Butter Creek Bridge
Bombing Range Road-Butter Creek Road Section
Lexington-Echo Highway
Morrow County
BR 2432A

Enclosed are two reduced prints of Drawings 36066 and 35754 which are the preliminary plan and elevation and vicinity map for this structure. Also enclosed are two copies of the foundation report which includes the hydraulic report.

The alignment and roadway width are in accordance with the standards governing the project. Traffic will be detoured around the structure during construction.

A 15-inch prestressed slab span on vertical abutments was considered as an alternate at an estimated cost of $97,600, including an allowance for engineering and contingencies.

We recommend a single span, 21-inch deep prestressed slab span with spill through end bents and 1½:1 end slopes as it is the more economical structure.

The estimated cost of this structure, including an allowance for engineering and contingencies, is $78,600.

We request your approval of our preliminary plan.

HOW:jrb
Enclosures
cc: E. S. Hunter
D. H. Moehring
Don Adams /w/ 1
W. E. Schwartz /w/ 1
Gary Potter /w/ 1

Form 734-3122

DES 16

STATE OF OREGON

INTEROFFICE MEMO

ROAD DESIGN SECTION

TO: H. S. Coulter
State Highway Engineer

DATE: December 31, 1981

FROM: J. H. Versteeg
Road Design Engineer

SUBJECT: Surfacing Design
Bombing Range Rd.-Butter Creek Rd. Sec.

RECEIVED
STATE HWY ENGR
JAN 4 '82
REFER TO
FOR
Info | Inves | R/D | D.R | Sign | Act | File

Question No. 1. Is 3 1/2 inches AC equal to 4 inches emulsion?

Cost of AC - About $240,000
Cost of emulsion - About $194,000

Response: Yes, based on our design procedures, 3 1/2 inches of hot mix pavement is nearly equal (structurally) to 4 inches of cold mix pavement. The actual base equivalency is 7 inches for the hot asphalt mix and 7.2 inches for the cold mix.

Question No. 2. Why is emulsion cheaper than asphalt?

Response: There are two reasons that emulsion mixes are cheaper than hot mix. A comparison of the total tonnage of this three mile project including liquid asphalt is as follows:

4 Inches Hot Mix	3 1/2 Inches Hot Mix	4 Inches Cold Mix
11,224 Tons of Mix	9,807 Tons of Mix	8,979 Tons of Mix
737 Tons of Asphalt	644 Tons of Asphalt	584 Tons Liquid
11,961 Tons Total	10,451 Tons Total	9,563 Tons Total
$22.92 Per Ton	$22.92 Per Ton	$20.29 Per Ton
$274,134 Total Cost	$239,575 Total Cost	$194,000 Total Cost

Comparing the 4-inch emulsified mix tonnage to the 4-inch hot mix tonnage shows that 20 percent less cold mix is required for this three mile project. Because the cold mix does not require heating, there is a savings of around $2.50 per ton. By using cold mix, there is a savings of 20 percent in tons of mix and a savings of $2.63 per ton of mix.

Question No. 3. Why fewer tons of liquid when liquid is only 2/3 glue?

Response: The emulsified mix is an open graded aggregate with few fines. The hot mix aggregate is dense graded with lots of fines. The cold mix aggregate has substantially less surface area to be covered with liquid

Contains Recycled Materials
81.125.1387

than the dense mix, therefore, substantially less liquid asphalt is required in the cold mix. The water is needed in the cold mix to act as a lubricant for the mixing, placing and processing of the materials.

Question No. 4. Is 9-inch CTB on 17-inch base a better buy?

Cost of CTB - About $440,000
Cost of Agg. base - About $392,000

Response: The 17-inch aggregate base alternate requires 59,000 tons of material. The cement treated base alternate requires 26,000 tons of aggregate plus 1,400 tons of cement. The aggregate base has a unit cost of $6.00 a ton the unit base cost of $9.00 per ton. Most contracts over the last several years have specified plant mix aggregate base which would have a unit cost of $7.50 to $8.00 per ton.

Aggregate bases can be used successfully when conditions warrant. These are low truck volumes, good soil support, low rainfall or excellent subgrade drainage. On the Bombing Range Road project, aggregate base can be used successfully and is a better buy than the cement treated base. If we were to use plant mix aggregate base, the cost of the cement treated base would be equal to or slightly less than the plant mix material.

Question No. 5. Does aggregate base include shoulder rock?

Response: The cement treated base alternate includes 5,500 tons of shoulder rock to make the rock shoulder slopes. The aggregate base alternate does not require a significant amount of shoulder aggregate so this material was included in the aggregate base quantities and costs.

The base designs were prepared for this project by our Surface Design Engineer. One with 4 inches of ETWS and 9 inches of CMTB and the other design with 4 inches of hot mix and 16 inches of aggregate base. Plans are to proceed with this project using 4 inches of hot mix and 16 inches of aggregate base.

There is a problem with trying to make too fine a comparison between alternates. One problem is variability in the materials on the job site and the other is the unit costs used to make the comparisons are only estimates. The margin for error in these two areas is significantly greater than the cost differences between the alternates under consideration.

JHV:rw

cc: D. N. Adams W/Attach.
John Scofield W/Attach.

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

FILE:

Coquille, Oregon

December 29, 1981

FROM: F. D. Morrison
Project Manager

SUBJECT: Surfacing Design
Cold-Mix Emulsion Paving
Powers Wayside
Contract No. 9261

TO: J. H. Versteeg
Road Design Engineer

After receiving your letter regarding surfacing design on Bombing Range Road - Butter Creek Section, and your request for my recommendations as a result of our experiences on the Powers Wayside Project, I have the following to offer.

So far on this project, we have placed emulsified asphalt mixture on seven different days. The best day was 1,563.43 tons and the lowest was 479.39 tons. Our average placed was 1,020.61 tons. At times, liquid asphalt from the mix ran quite badly, especially on the supers, where the liquid would run across the other half of the roadbed and traffic would have to drive through it. Some cars did get tack on their lower panels, which was caulsed by tire splash. On the outside of the supers and on tangent sections, any running liquid asphalt would run down the ditch slopes and into the ditch.

When placing the mix, it was stiff, and would not flow very well through the paving machine, especially when the liquid asphalt was at ambient tempature. We ran out of liquid asphalt one day, and when the tanker arrived, the liquid asphalt was at 165 degrees. When the plant started up again, using this warmer liquid asphalt, the laydown improved greatly. On all future paving days we used the liquid asphalt around 150 - 160 degrees, with improved laydown results. We tried several different methods of placing the materials. First we placed one lift and then waited seven days before placing the next lift. We then placed one lift one day and placed another lift over it the next day. We also placed one lift and then placed another lift directly over it the same day. All these methold produced about the same ride quality. We got the smoothest results when we pulled three 10-foot panels rather than two 15-foot panels. The truck loads went farther, the paver could usually keep moving, which eliminated the humping effect on the paver when it stopped and started. The mat was generally smooth directly behind the screed but was always wavey beyond the screed even with solid screed extensions.

Rolling did in fact widen the panels. We measured about 6-inches of extra width shortly after the mat was laid and rolled and traffic was allowed to use it. No major problems with traffic showed up on this project. We rolled the mat and then placed a choke coat on the mat before we turned it over to traffic. Traffic was controlled by a pilot car, which had instructions to make the traffic break tracks, which reduced the amount of rutting from traffic. The pilot car also kept the speed down. We did have some shoving when loaded trucks stopped to fast but this was eliminated by having the traffic keep moving when they were on the fresh mat. As for ending a days pull, we used taper joints, since the material is very difficult to rake or feather. We found it could be raked if the raking took place before the mix broke. When the mix had a brown color, some raking could be done however, we were only able to rake it lightly before it broke.

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DEC 30 1981
ROAD DESIGN SECTION

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Surfacing Design (Continued)
Powers Wayside - Contract No. 9261

As you know, we did not get this project finished this year. The mat placed, is showing many dips, which I feel is caused by our placing the cold-mix directly on top of the subgrade. Any dips in the subgrade, however small, transmit right up to the finished mat in a short period of time.

As to my recommendations on the use of cold-mix emulsion pavements, I feel the cold-mix emulsions could be used as bases, with a final lift of hot A. C. for the running surface. Before placing the final lift of hot A. C., I would recommend having a heavy tack coat placed, which will act as a seal for the open graded cold-mix. I also recommend that several inches of base aggregates are placed on top of the subgrade and then a binder is placed before any cold mix is layed. I feel the open graded cold-mix is allowing water to penetrate directly into the subgrade. If base rock were under the mat, some of the water would run off.

I also feel that this project was bid high, since it was the first one in this area. Our costs for the cold-mix to date are $30.74 per ton, using 6.5 percent liquid asphalt in the mixture.

In closing, I feel that cold-mix emulsions could be used to good advantage in curb sections and as bases. After observing our mat, since it has been placed, indicates that this cold-mix material is very tough and would make a excellent base material. As for finished surfaces, I do not see how we can get a good ride with this type of a mixture.

We have placed 13-inches of the cold-mix on part of the project, some of the project has 11-inches and one section has only three inches. The three inch area is starting to deteriate under traffic. We have naluld about 40,000 cu. yds. of slide material across the 3-inch mat which was more than normal traffic would be. Also by letting the mat sit over the winter, I feel that some of our problems will be eliminated when paving begins next spring. We can patch in low spots and try to improve the ride.

cc: Region Office

STATE OF OREGON

INTEROFFICE MEMO

TO: J. H. Versteeg
Road Design Engineer

DATE: December 22, 1981

FROM: C. T. Keasey, P.E., P.L.S.
Assistant State Highway Engineer

SUBJECT: Cold Mixed Emulsified Asphalt Concrete
Bombing Range Rd. - Butter Cr. Section

I do not entirely agree with Pat Schwartz in his opinion of cold mixed emulsified asphalt pavements.

It is true that many of the things he states, as quoted in your December 17, 1981 letter, can make placement of these mixes difficult, but, under the right conditions and with proper care, I believe the resulting pavement is as good or better than a hot mixed asphalt concrete. Of course, these pavements must be handled differently than hot mixes, but I believe that we can get some good, long-lasting pavements with emulsions, once we learn to handle them properly.

In my opinion, we should continue to use them on the low volume, more remote sections typical of many areas of Eastern Oregon.

Most of the problems which plagued the Elgin-Minam River Road project were, in my opinion, the result of the heavy log truck traffic and the total volume of traffic (1,200-1,600 A.D.T.). I feel that the Bombing Range Rd.-Butter Creek Section with an A.D.T. of 500-600 will give much better results, given the proper care and attention.

CTK:cb

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DEC 23 1981
ROAD DESIGN SECTION

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OREGON STATE HIGHWAY DIVISION
Location Unit
Surfacing Design Group

REVISED

Section: Bombing Range Rd.-Butter Creek Rd., Unit#2
Highway: Lexington - Echo #320
County: Morrow
Prefix: 125-1970
Res. Engr. Bobby Johnson

Date December 11, 1981
Twenty Year Traffic Coefficient 8.1
18 kip s.a. per day 55
R Value 12
Frost Penetration 30"±
CBE Total Requirement 25.5"

STRUCTURAL SECTION
NEW WORK

ACTUAL THICKNESS	COMPONENT	CREDIT
	Unit No. 2	
1.5"	A.C. (Final Stage)	3.0"
4.0"	A.C.	8.0"
16.0"	A.B.	16.0"
21.5"		27.0"

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ROAD DESIGN SECTION

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1.0"	Asphaltic Concrete Wearing Surface & Base	=	2.0" Aggregate Base
1.0"	Cement Treated Base	=	1.8" Aggregate Base
1.0"	Plant Mix Bituminous Base	=	1.8" Aggregate Base
1.0"	Emulsion Treated Wearing Surface & Base	=	1.8" Aggregate Base
1.0"	Oil Mat	=	1.8" Aggregate Base
1.0"	Cement Treated Existing Roadway Material	=	1.5" Aggregate Base
1.0"	Lime or Cement Treated Subgrade	=	1.0" Aggregate Base
1.0"	Aggregate Subbase	=	0.8" Aggregate Base

Above Factors apply to materials that comply with Standard Specifications and Special Provisions.

F.H.W.A.
Location Engineer
Construction Engineer
Materials
Region Engineer
Resident Engineer
Specifications Engineer
Final Design Engineer
Regional Geologist

OREGON STATE HIGHWAY DIVISION
Location Unit
Surfacing Design Group

Section: Bombing Range Rd.-Butter Creek Rd., Unit #2 Date October 29, 1981

Highway: Lexington-Echo #320 Twenty Year Traffic Coefficient 8.1

County: Morrow 18 kip s.a. per day 55

Prefix: 125-1970 R Value 12

Res. Engr. Bobby Johnson Frost Penetration 30"±

CBE Total Requirement 25.5"

STRUCTURAL SECTION
NEW WORK

ACTUAL THICKNESS	COMPONENT	CREDIT
	Unit No. 2	
1.5"	A.C. (1st Stage)	3.0"
4.0"	[illegible]	7.0"
9.0"	C.T.B.	16.0"
14.5"		26.0"

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1.0"	Asphaltic Concrete Wearing Surface & Base	=	2.0" Aggregate Base
1.0"	Cement Treated Base	=	1.8" Aggregate Base
1.0"	Plant Mix Bituminous Base	=	1.8" Aggregate Base
1.0"	Emulsion Treated Wearing Surface & Base	=	1.8" Aggregate Base
1.0"	Oil Mat	=	1.8" Aggregate Base
1.0"	Cement Treated Existing Roadway Material	=	1.5" Aggregate Base
1.0"	Lime or Cement Treated Subgrade	=	1.0" Aggregate Base
1.0"	Aggregate Subbase	=	0.8" Aggregate Base

Above Factors apply to materials that comply with Standard Specifications and Special Provisions.

F.H.W.A.
Location Engineer
Construction Engineer
Materials
Region Engineer
Resident Engineer
Specifications Engineer
Final Design Engineer
Regional Geologist

*C.T.B. may be standard plant mix, or mixed in place, using 9" Aggregate shoulder rock (1" - 0).

STATE OF OREGON

INTEROFFICE MEMO

NOTED
H. S. COULTER

TO: J. H. Versteeg
Road Design Engineer

DATE: December 7, 1981

SUBJECT: Surfacing Design
Bombing Range Road-Butter Creek Road

This office does not agree with your cost analysis of the various surfacing design alternatives for the subject project. We believe the actual difference between alternates 1 and 3 is more nearly $17,700 than the $44,000 your analysis shows.

The C.B.E. ratio for cement treated base is 1.8. Nine inches of CTB is the equivalent of 16.2 inches of crushed aggregate. Using 16½ inches of crushed aggregate instead of the 17 inches used by your office for alternate 3 results in a saving of 10,427.

Using 3½ inches of "B" mix A.C., as was done in alternate 2, instead of 4 inches, as was done in alternate 3, reduces the cost for "B" mix by $15,587.

Using the above corrections to make a more accurate comparison brings the difference between alternates 1 and 3 to $17,684; not $44,000.

Further your analysis of fuel savings only considers the fuel consumed by our contractor to do the work of the contract. Any realistic energy saving comparison should also consider the energy consumed in producing 1,425 tons of cement. I have no way of knowing what this is but suspect that it would reduce the fuel consumption differential considerably.

There is no question in my mind that hot-mix asphalt paving is far superior to cold-mix emulsion paving, especially after our recent experience with the Elgin-Minam River Road project. Cold-mix cannot be feathered, cannot be raked, makes very poor joints, rolls like pie dough - the more you roll it the thinner (and rougher) it gets. It is very difficult to deal with under traffic. It splatters cars, flying rocks break windshields, it ruts under traffic, and braking cars tend to tear holes in the mat.

I do not believe that such a small cost differential warrants the use of an obviously inferior product. The project under consideration is surrounded by nearly 20 miles of new class "B" A.C., I see no reason to change to cold mix emulsion for this project.

W. E. Schwartz
Region Engineer

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DEC 11 1981
ROAD DESIGN SECTION

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WES/vt
cc: H. S. Coulter w/enc.
E. S. Hunter w/enc.
Bobby Johnson w/enc.

November 9, 1981

Morrow County Court
P. O. Box 338
Heppner, OR 97836

LOC 7

Attention: Barbara Bloodsworth
County Clerk

Gentlemen:

Attached for your information is a copy of "Highway Corridor and Design Resolution No. 437," adopted by the Transportation Commission on October 22, 1981 covering the Bombing Range Road-Butter Creek Road Section of the Lexington-Echo Highway in Morrow County.

Also attached is a survey approval map.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

js
Attachment

bc: Don Harwell

U. S. DEPARTMENT OF TRANSPORT ION
FEDERAL HIGHWAY ADMINISTR..TION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: F-76(5)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 10092

2A. COUNTY NAME: Morrow

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 10/6/81

8. FEDERAL ROUTE NUMBER: Primary 76

9. STATE ROUTE NUMBER: Secondary 320

10. GENERAL LOCATION:

Bombing Range Road - Butter Creek (Unit No.2) Section

11. GENERAL DESCRIPTION OF WORK

Right of Way

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- [ ] PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- [ ] PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- [x] ACQUISITION OF RIGHT-OF-WAY
- [ ] CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- [ ] CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [ ] OTHER *(Specify)*

13. REMARKS

As requested in Mr. Swan's letter of 9/30/81 you are now authorized to proceed with the acquisition of files No. 52339 through 52345 as shown on R/W maps 9B-19-9, 9B-19-10 and IR-2-1518 at a TEC of $36,000 Federal Funds $31,744. It should be understood that acquisition of File No. 52339, material source, is subject to 23 CFR, Part 635, Subpart D.

Federal participation is limited to that right of way actually incorporated in the final location of the subject project.

FILED TC

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
10/6/81	G. K. Hansen	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
STATE HIGHWAY DIVISION

IN REPLY REFER TO
FILE NO.: LOC 17

DATE: October 1, 1981

TO: Oregon Transportation Commission

FROM:

[illegible]

SUBJECT. [illegible]

The survey has been completed on the following project:

[illegible]

[illegible]

Act.

BG:bkc lb

bc F. B. Klaboe
R. W. Gormsen
E. S. Hunter
D. H. Moehring
J. H. Versteeg
W. E. Schwartz
George Bell

Form 734-3723

T.2N

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Beginning of Survey
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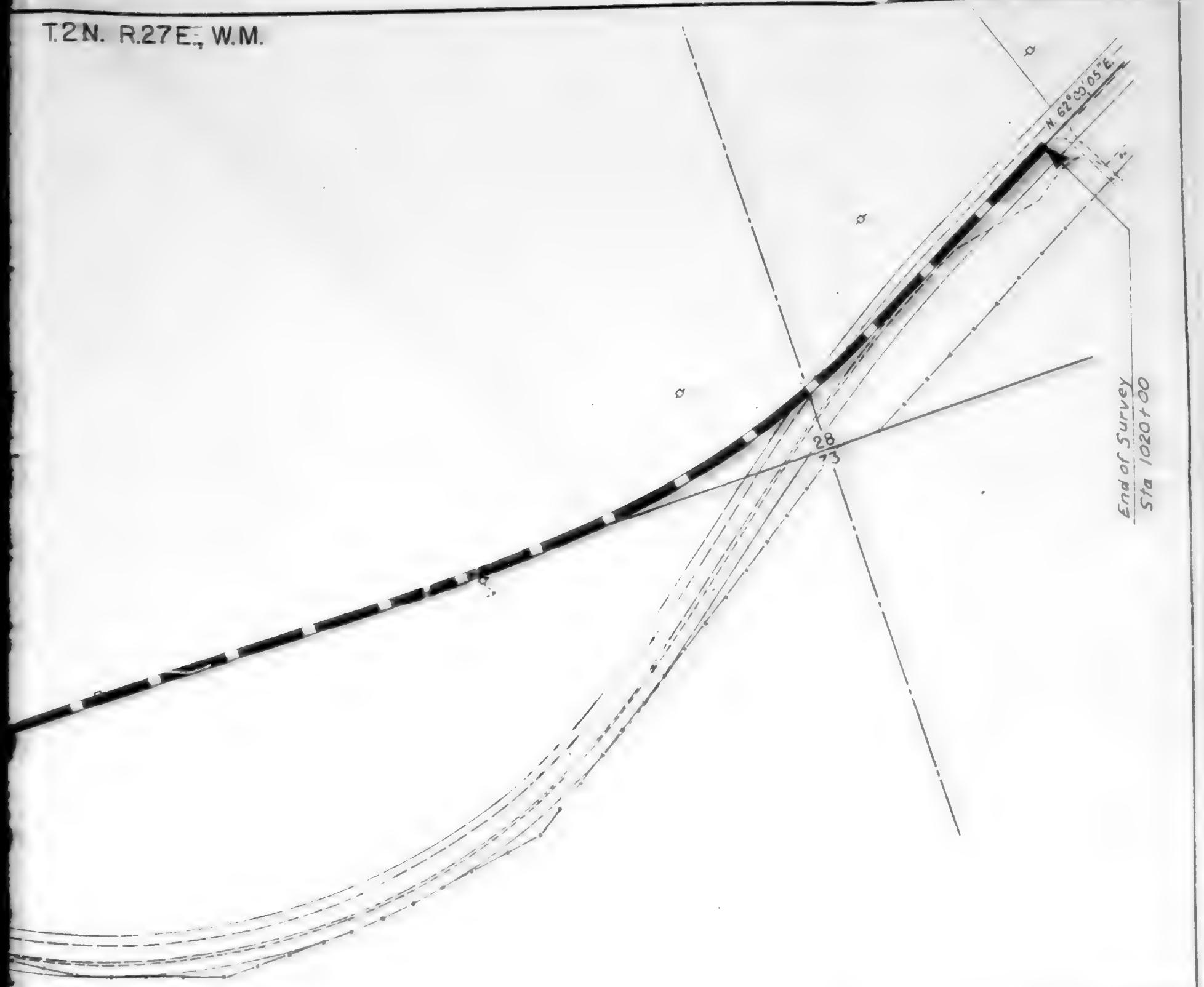
1R-4-7.0

T.2N. R.27E., W.M.



OREGON STATE HIGHWAY DIVISION

SURVEY APPROVAL MAP

BOMBING RANGE RD.-BUTTER CR. RD. SEC.

LEXINGTON-ECHO HWY.

MORROW COUNTY

PUBLIC HEARING NA

THROUGHWAY RESOLUTION ADOPTED NA

ACCESS CONTROL NONE

APPROVED: ....., 19..

Asst. State Hwy. Engr., Tech. Services Branch

SCALE: 1" = 200'

DATE: September, 1981

FOR DETAILS SEE DRG. NO. 98-19-10

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

PRO 6-2

September 30, 1981

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: D.E. Swan
Operation Programming Engineer

SUBJECT: Project Data Submission
Item No. 10092
Project No. F-76(5)
Bombing Range Rd.-Butter Cr. (Unit 2) Section
Morrow County

Enclosed is data consisting of PR-1 forms, sketch maps and right-of-way maps 9B-19-9 & 9B-19-10 for the subject project.

I request the following:

Authorization to proceed with the actual acquisition of the right of way all phases at an estimated total cost of $36,000 with an obligation of $31,744 in federal funds. The right of way to be acquired is as outlined in red on the enclosed right of way maps.

No relocation assistance is involved on this project.

CL:bkc
Enclosures

cc: J. Boyd
F. Lowe
General Files

Form 734-3122

STATE OF OREGON
ROAD DESIGN SECTION

INTEROFFICE MEMO
DES 16-1

TO: MEMO TO THE FILE

DATE: May 8, 1981

FROM: Lyle K. Watson
Acting Final Design Engineer

SUBJECT: Bombing Range Road-Butter Creek Road,
Unit I and Unit II
Morrow County

Unit I will be a 6.5-mile project, costing $2,080,000 and advertised for a June 25, 1981 bid opening. This unit will consist of two sections: Station 532+00 (M.P. 9.9) to Station 714+00 (M.P. 13.4) and Station 826+00 (M.P. 15.5) to Station 988+00 (M.P. 18.6).

Unit II will be a 3.3-mile project, costing $1,543,000, to be contracted in February 1982. This unit will consist of two sections: Station 714+00 (M.P. 13.4) to Station 826+00 (M.P. 15.5) and Station 988+00 (M.P. 18.6) to Station 1035 (M.P. 19.7)

LKW:ja

cc J. B. Boyd
W. J. Hart
D. H. Moehring
W. E. Schwartz
H. Wakerlig
D. Stoudenmeyer

1982 Boardman, Stanfield and Deadmans Pass Safety Rest Areas. (Building Improvement & Irrigation) 9488

October 20, 1984

Ray Williams, Attorney at Law
P. O. Box 502
Hilton-Freewater, Oregon 97862

Reference: Mike Curry - Social Security Number - 540-66-5320 -
[illegible] Contract No. 9488

Dear Mr. Williams:

Please note the enclosed check, check number 664[illegible] for $[illegible].00 to Mike Curry as paid in full for block work on pump building for the above contract.

Very truly yours,

[illegible]

Lorene V. Michele

cc: Pat Aldrich Construction
62333 Trail Rd.
Bend, Oregon 97701

United Pacific Insurance Co., Bond Dept.
3105 8th. Ave. So. C-3000
Federal Way, Washington 98003

Bauer - Berg & Jones Insurance Co.
1130 S. W. Morrison Suite 610
Portland, Oregon 7[illegible]

Robert W. Normsen, Commission Services
121 Transportation Building
Salem, Oregon 97[illegible]

NOTED ON CARD
11-3 PK

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NOV 5
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

STATE COPY

r11

cc: OSHD (Coulter)

U.S. Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

REGION NO.	REPORT NO.	COUNTY	DIVISION
10	3	Morrow & Umatilla	Oregon

DATE OF REPORT	REPORT MADE BY	PROJECT NO.
10/19/84	D. B. Carter, Area Engineer	IR-84-5(2)159

COMPLETION DATE (Actual)	ACCEPTANCE DATE BY CONRTACT AGENCY	TIME ELAPSED	CONTRACT TIME
5/4/83	1/4/84	125.8 %	120 calendar days

LOCATION

I-84 at Boardman, Stanfield at Deadmans Pass Safety Rest Area

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)
A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

BOARDMAN, STANFIELD, & DEADMANS PASS SAFETY REST AREAS
COLUMBIA RIVER & OLD OREGON TRAIL HIGHWAYS
Building Improvements & Irrigation System

This project provided for improvements for handicapped access at all three rest areas and landscape improvements at the Boardman Rest Area.

The final cost of the original bid items was $198,289 or a 0.4 percent underrun of the contract bid amount of $199,000. The final cost of the project including all changes and engineering was $301,112.76. The significant project changes which increased the project cost involved the irrigation system revisions and the need to construct a new pump house. The engineering for the project also overran due to these changes and the associated extra time required to complete the contract.

A final inspection of the completed work was made on July 18, 1983.

All participating work has been completed.

A time extension of 31 days was granted the contractor, this eliminated the liquidated damages previously charged on this project.

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
OCT 23'84
REFER TO
Fredrickson
FOR
Info | Inves | R/D | D/R | Plan | Rite

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE: D. B. Carter		SIGNATURE: G. K. Hossner	
TITLE: Area Engineer	DATE: 10/22/84	TITLE: Field Operations Engineer	DATE: 10/22/84

FORM FHWA 1446B PREVIOUS EDITIONS MAY BE USED.

May 25, 1984

United Pacific Insurance Company
Bond Department
33405 8th Ave. So. C-3000
Federal Way, WA 98003

CON 5
#9488

Gentlemen or Ladies:

On January 9, 1984, we wrote to you concerning release of final payment on Contract No. 9488 awarded to Aichele Landscaping, Inc. for work on the Boardman, Stanfield and Deadmans Pass Safety Rest Areas on the Columbia River Highway and Old Oregon Trail Highway in Morrow and Umatilla Counties.

Final payment on this contract is $2,000.00. The total contract amount is $243,089.99 including $4,741.01 for work performed under force account.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

kjm
cc: Aichele Landscaping, Inc.
11360 SE Stevens Road
Portland, OR 97266

bc: G. O. Fredrickson
Walt Hart
Robert D. Hector

r11

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: IR-84-5(2)159

2. STATE PROJECT NO.: See Below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 10054

2A. COUNTY NAME: Morrow
Umatilla

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 12/29/83

8. FEDERAL ROUTE NUMBER: Interstate 84

9. STATE ROUTE NUMBER: Primary 2 & 6

10. GENERAL LOCATION:

Boardman, Stanfield and Deadman's Pass SRA

11. GENERAL DESCRIPTION OF WORK

Furnish and install rock gabions at irrigation pumping system inlet pipe

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- XX CONSTRUCTION PROCEED ON A[illegible] FORCE ACCOUNT BASIS
- ☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the advance authorization date of 12/29/83 as requested in Mr. Fredrickson's letter of 3/9/84 as being cost effective for the use of State forces to proceed with the above work. State Force Order No. 3 is approved for a TEC of $4,530 Federal Funds $4,177.

RECEIVED
STAT - HWY ENGR
MAR 29 '84
REFER TO
FOR
Info | Inves | R/D | D R | Sign | [illegible] | File

14. DATE: 3/15/84

15. SIGNATURE OF APPROVING OFFICIAL: Robert B. Halloway

16. TITLE: for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

January 25, 1984

Mr. George L. Anderson, P.C.
Attorney at Law
120 E. Hurlburt Avenue
Hermiston, OR 97838

CON 5
#9488

Dear Mr. Anderson:

Thank you for your letter of January 16, 1984, on behalf of Ackerman Roofing informing us that their claim in the amount of $450 has been paid in full.

You state this is in reference to the Aichele Landscaping, Inc., Contract No. 9488 for work in the Boardman, Stanfield and Deadmans Pass Safety Rest Areas.

This information will be noted in our records and we will advise the surety and the contractor.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

cc: United Pacific Insurance Company
Bond Department
33405 8th Avenue So. C-3000
Federal Way, WA 98003

Aichele Landscaping, Inc.
11360 SE Stevens Rd.
Portland, OR 97266

FKN:kjm

GEORGE L. ANDERSON, P.C.
ATTORNEY AT LAW
120 E. HURLBURT AVENUE
HERMISTON, OREGON 97838

TELEPHONE (503) 567-7800

January 16, 1984

Norma Paulus
Secretary of State
136 State Capitol
Salem, OR 97310

Robert W. Gormsen
Commission Services
Department of Transportation
Transporation Building
Salem, OR 97310

RE: Claim of Leonard Ackerman, dba Ackerman Roofing
Contract #9488

Dear Mrs. Paulus and Mr. Gormsen:

Please be advised that the claim on the bond made by the attached letter is hereby released. Mr. Ackerman has received full payment of his $450.

Thank you for your attention in this matter.

Very truly yours,

GEORGE L. ANDERSON, P.C.

By: _____
George L. Anderson
Attorney at Law

GLA:alh
cc: Leonard Ackerman
William Cain, United Pacific
Aichele Landscaping

RECEIVED
JAN 18 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

GEORGE L. ANDERSON, P.C.
ATTORNEY AT LAW
120 E. HURLBURT AVENUE
HERMISTON, OREGON 97838

TELEPHONE (503) 567-7800

November 7, 1983

Norma Paulus
Secretary of State
136 State Capitol
Salem, OR 97310

CERTIFIED MAIL # P490924094
RETURN RECEIPT REQUESTED

State of Oregon
%Oregon Dept. of Transportation
ATTN: Robert Gormsen
Room 121
Transportation Building
Salem, OR 97310

CERTIFIED MAIL # P459917880
RETURN RECEIPT REQUESTED

RE: Claim of Leonard Ackerman, dba Ackerman Roofing
Contract #9488

Dear Mrs. Paulus and Mr. Gormsen:

I am the attorney for Leonard Ackerman, dba Ackerman Roofing of Route 3, Box 3864, Hermiston, Oregon. Mr. Ackerman joins me in this letter and claim, by his signature given below.

In 1982, at the State of Oregon's Boardman Rest Area, approximately 2 miles West of Boardman, Oregon, along Interstate I-84, Leonard Ackerman put a hot tar roof on a pumping station building. He supplied the labor and materials for this work.

This work was done at the request of Patrick Aldrich Construction of Bend, Oregon, a subcontractor for Aichele Landscaping, Inc. of Portland, Oregon on Oregon Department of Transportation Contract No. 9488. The agreed price for the work between Ackerman and Patrick Aldrich Construction was $450, and $450 is the reasonable value of materials and labor incurred in the work.

Notice is hereby given that Leonard Ackerman has a claim for said labor and materials in the sum of $450 against the bond taken from United Pacific Insurance Co. for the work.

RECEIVED
COMMERCIAL SERVICES
DEPARTMENT OF TRANSPORTATION

FILE COPY

Please file this notice of claim and send me written confirmation.

Very truly yours,

GEORGE L. ANDERSON, P.C.

By: _____
George L. Anderson
Attorney at Law

_____
LEONARD ACKERMAN dba
Ackerman Roofing

GLA:alh
cc: Leonard Ackerman

RECEIVED
JAN 18 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

GRAIC Corr Gen File

TO BE COMPLETED BY FHWA
MONTHLY TRANSACTION NUMBER: 1-158
PROJECT REPORT NUMBER:
MODIFICATION NUMBER: 3

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

State	Oregon
County	Morrow & Umatilla
Project Number	IR-84-5(2)159

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on July 6, 19 82, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 285,693.00	$ 299,182.00
Federal funds	$ 263,465.00	$ 275,904.00
Other revisions		

This modification is made for the following reasons: to include increase in construction costs, and construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 17th day of January, 1984.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Gary A. Potter

Manager, Program Section
(Title)

XXXX By For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Gen. File

Oregon State Highway Division
Salem, Oregon January 6, 1984

Federal-Aid Project No. IR-84-5(2)159

Boardman, Stanfield & Deadman Pass Safety Rest Area
Columbia River & Old Oregon Trail Highways
Morrow & Umatilla Counties

REVISED PROJECT AGREEMENT ESTIMATE

Type Code Y022
Boardman Safety Rest Area

Subtotal of previous estimate November 17, 1983			$ 225,334.00
Additional Items			
Pump Install & Irrigation System (P.A. #7)	All Required	$	7,200.00
Irrigation System Inlet Filters (S.F.O. #3)	All Required		4,530.00
		$	11,730.00
	Increase	$	11,730.00
	Subtotal	$	237,064.00
	Engineering		35,559.00
	Total	$	272,623.00

Type Code Y022
Stanfield S.R.A.

Total the same as previous estimate of July 2, 1982	$	18,387.00

Type Code Y022
Deadman Pass S.R.A.

Total the same as previous estimate of July 2, 1982	$	8,172.00

Length of Project 0.0 mi.

SUMMARY OF FUNDS (92.22%)

Description	Total Cost	Federal Funds	State Funds
Boardman S.R.A.	$ 272,623.00	$ 251,412.00	$ 21,211.00
Stanfield S.R.A.	18,387.00	16,956.00	1,431.00
Deadmans Pass S.R.A.	8,172.00	7,536.00	636.00
Total	$ 299,182.00	$ 275,904.00	$ 23,278.00

Group 1 100%
Contract No. 9488
Prefix: 637-1916
Prefix: 625-1075

RHZ:bkb

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State
MONTHLY TRANSACTION NUMBER 11-21C		OREGON
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County MORROW & UMATILLA
MODIFICATION NUMBER 2	11 22-83	Project Number IR-84-5(2)159

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on July 6 , 19 82 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 270,334.00	$ 285,693.00
Federal funds	$ 249,301.00	$ 263,465.00
Other revisions		

This modification is made for the following reasons: To include increase in construction costs, and construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 22nd day of December , 19 83 .

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By _____

Manager, Program Section
(Title)

By FOR: H. S. Coulter

State Highway Engineer
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON NOVEMBER 17, 1983

FEDERAL AID PROJECT NO. IR-84-5(2)159)

BOARDMAN, STANFIELD & DEADMAN PASS SAFETY REST AREA
COLUMBIA RIVER & OLD OREGON TRAIL HIGHWAYS
MORROW & UMATILLA COUNTIES

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE Y022
BOARDMAN SAFETY REST AREA

Subtotal of previous estimate of June 1, 1983		$218,653.00
ADDITIONAL ITEMS		
Add Gypsum (P.A. #1)	All Required	$ 1,540.00
Swing Joints in Irrigation System (PA #5)	All Required	400.00
Secondary Pump System (E.W.O. #1)	All Required	4,741.00
		$ 6,681.00
	Increase	$ 6,681.00
	SUBTOTAL	225,334.00
	Engineering	33,800.00
	TOTAL	$259,134.00

TYPE CODE Y022
STANFIELD S.R.A.

Total the same as previous estimate of July 2, 1982	$ 18,387.00

TYPE CODE Y022
DEADMAN PASS S.R.A.

Total the same as previous estimate of July 2, 1982	$ 8,172.00

Length of project ---------- 0.0 mi.

SUMMARY OF FUNDS (92.22%)

DESCRIPTION	TOTAL COST	FEDERAL FUNDS	STATE FUNDS
Boardman S.R.A.	$259,134.00	$238,973.00	$20,161.00
Stanfield S.R.A.	18,387.00	16,956.00	1,431.00
Deadmans Pass S.R.A.	8,172.00	7,536.00	636.00
	$285,693.00	$263,465.00	$22,228.00

Group 1: 100%
Contract No. 9488
Prefix: 637-1916
Prefix: 625-1075

RHZ:pf

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State
MONTHLY TRANSACTION NUMBER 6-23		Oregon
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Morrow & Umatilla
MODIFICATION NUMBER 2		Project Number IR-84-5(2)159

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on July 6 , 19 82 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 254,782.00	$ 270,334.00
Federal funds	$ 234,959.00	$ 249,301.00
Other revisions		

This modification is made for the following reasons: to include increase in construction costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 6th day of June , 19 83 .

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By _____

Manager, Program Section
(Title)

XXBy For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Gen. File

Oregon State Highway Division
Salem, Oregon June 1, 1983

Federal-Aid Project No. IR-84-5(2)159

Boardman, Stanfield & Deadman Pass Safety Rest Area
Columbia River & Old Oregon Trail Highways
Morrow & Umatilla Counties

REVISED PROJECT AGREEMENT ESTIMATE

Type Code Y022
Boardman Safety Rest Area

Subtotal of previous estimate of January 13, 1983		$ 203,100.00
Additional Items		
Booster Pump Assembly (P.A. #6)	All Required	$ 15,553.54
	Increase	$ 15,553.54
	Subtotal	$ 218,653.54
	Engineering	25,121.46
	Total	$ 243,775.00

Type Code Y022
Stanfield S.R.A.

Total the same as previous estimate of July 2, 1982	$ 18,387.00

Type Code Y022
Deadman Pass S.R.A.

Total the same as previous estimate of July 2, 1982	$ 8,172.00
Length of Project	0.0 mi.

SUMMARY OF FUNDS (92.22%)

Description	Total Cost	Federal Funds	State Funds
Boardman S.R.A.	$ 243,775.00	$ 224,809.00	$ 18,966.00
Stanfield S.R.A.	18,387.00	16,956.00	1,431.00
Deadmans Pass S.R.A.	8,172.00	7,536.00	636.00
	$ 270,334.00	$ 249,301.00	$ 21,033.00

Group 1	100%
Contract No.	9488
Prefix:	637-1916D
Prefix:	625-1075

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State
MONTHLY TRANSACTION NUMBER: I-170		Oregon
PROJECT REPORT NUMBER:	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County: Morrow & Umatilla
MODIFICATION NUMBER: 1		Project Number: IR-84-5(2)159

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on July 6 , 19 82 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 237,782.00	$ 254,782.00
Federal funds	$ 219,282.00	$ 234,959.00
Other revisions		

This modification is made for the following reasons: to include increase in construction costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 19th day of January , 19 83 .

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By _____

Acting Program Section Manager
(Title)

XBY For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Gen File

Oregon State Highway Division
Salem, Oregon January 13, 1983

Federal-Aid Project
No. IR-84-5(2)159

Boardman, Stanfield & Deadmans Pass
Safety Rest Area
Columbia River & Old Oregon Trail Highways
Morrow & Umatilla Counties

REVISED PROJECT AGREEMENT ESTIMATE

Type Code Y022
Boardman Safety Rest Area

Subtotal of previous estimate of July 2, 1982		$186,100.00
Additional Items		
Construct Pump House (P.A. #2)	All Required	$ 17,000.00
	Increase	$ 17,000.00
	Subtotal	203,100.00
	Engineering	25,123.00
	Total	$228,223.00

Type Code Y022
Stanfield S.R.A.

Total the same as previous estimate of July 2, 1982	$ 18,387.00

Type Code Y022
Deadman Pass S.R.A.

Total the same as previous estimate of July 2, 1982	$ 8,172.00

Length of Project ---------- 0.0 mi.

SUMMARY OF FUNDS (92.22%)

Description	Total Cost	Federal Funds	State Funds
Boardman S.R.A.	$228,223.00	$210,467.00	$17,756.00
Stanfield S.R.A.	18,387.00	16,956.00	1,431.00
Deadmans Pass S.R.A.	8,172.00	7,536.00	636.00
	$254,782.00	$234,959.00	$19,823.00

Group 1 100%
Contract No. 9488
Prefix: 637-1916D
Prefix: 625-1075

State

OMB No. 04-R2089

TO BE COMPLETED BY FHWA	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State: Oregon
MONTHLY TRANSACTION NO. 7-12	FEDERAL-AID PROJECT AGREEMENT	County: Morrow & Umatilla
		Project No.: IR-84-5(2)159

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

Boardman, Stanfield & Deadmans Pass SRA's

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	5-5-82	0.00
OTHER *(Specify)*		

FUNDS PRC [illegible]

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 237,782.00	$ 219,282.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By [signature]
Program Management Engineer
(Title)

XXX For: H.S. Coulter, P.E.
By
State Highway Engineer
(Title)

By
(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By [signature]
(Division Administrator)
For: Dale S. Wilken

Date executed by Division Administrator [illegible]

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control

Oregon State Highway Division
Salem, Oregon July 2, 1982

Federal-Aid Project
No. IR-84-5(2)159

Boardman, Stanfield and Deadmans Pass
Safety Rest Area
Columbia River and Old Oregon Trail Highways
Morrow and Umatilla Counties

Project Agreement Estimate

Type Code Y022
Boardman Safety Rest Area

Remodel Existing Toilet Building, Etc. at Boardman S.R.A.		All Required	$ 16,000.00
Furnishing and Placing Topsoil	300 Cu. Yd.	5.00	1,500.00
CL-4 Chain Link Fence	1,400 Lin. Ft.	6.00	8,400.00
Concrete Walks	500 Sq. Yd.	14.00	7,000.00
Lawn Construction		All Required	6,000.00
Sod Lawn		All Required	30,000.00
Irrigation System		All Required	35,000.00
Bark Mulch	2 Unit	200.00	400.00
Construct and Remove Access Road		All Required	4,000.00
Installing 12-inch Pipe Under Railroad		All Required	8,000.00
6-inch PVC Irrigation Pipe	610 Lin. Ft.	4.00	2,440.00
12-inch Corrugated Metal Pipe	205 Lin. Ft.	40.00	8,200.00
12-inch Welded Steel Pipe	200 Lin. Ft.	20.00	4,000.00
Irrigation System Concrete Manhole		All Required	7,000.00
Electrical Distribution		All Required	28,060.00
Irrigation Pump System			$ 176,000.00

Anticipated Items		
Permit Fees	All Required	$ 200.00
Railroad Protective Costs	All Required	9,900.00
		$ 10,100.00
	Subtotal	$ 186,100.00
	Engineering	25,123.00
	Total	$ 211,223.00

Type Code Y022
Stanfield S.R.A.

Remodel Existing Toilet Building, Etc. at Stanfield S.R.A.	All Required	$ 16,000.00
Anticipated Items		
Permit Fees	All Required	$ 200.00
	Subtotal	$ 16,200.00
	Engineering	2,187.00
	Total	$ 18,387.00

Type Code Y022
Deadmans Pass S.R.A.

Remodel Existing Toilet Building, Etc. at Deadmans Pass S.R.A.	All Required	$ 7,000.00
Anticipated Items		
Permit Fees	All Required	$ 200.00
	Subtotal	$ 7,200.00
	Engineering	972.00
	Total	$ 8,172.00

Length of Project ---------- 0.00 mi.

Summary of Funds (92.22%)

Description	Total Cost	Fed. Funds	State Funds
Boardman S.R.A.	$211,223.00	$194,790.00	$ 16,433.00
Stanfield S.R.A.	18,387.00	16,956.00	1,431.00
Deadmans Pass S.R.A.	8,172.00	7,536.00	636.00
Total	$237,782.00	$219,282.00	$ 18,500.00

Group 1 100%
Contract No. 9488
Prefix: 637-1916D
Prefix: 625-1075

1-84

NARRATIVE REPORT
Boardman, Stanfield, Deadman's Pass S.R.A.
Col. River/Old Orc. Trail, Hwys.
Morrow/Umatilla Counties
Contract 9438

Anderson
Adams
Macnab
Stoudenmayer
Terpin
Trout
Wakerlig

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This project was for building improvements at Boardman, Stanfield, and Deadman's Pass Safety Rest areas and the construction of a lawn and irrigation system at Boardman Safety Rest area. The contract was awarded to Aichelle Landscaping Inc., Portland, Oregon, June 7th,1982 with a 120 calendar day completion time.

Work was started on June 21,1982, the Building improvement work was completed on December 16,1982 and the landscape and lawn work was completed, except for lawn establishment and force account work on May 5,1983.

Building Remodeling

There were no major problems encounted with the Building improvement work. This remodeling consisted changes in existing facilities so as to provide access to handicapped persons. The contract required the prime contractor to conduct his own quality control program for this Building remodeling only. The balance the contract was to be inspected following the normal contract administration procedure.

The contractor's quality control program was, in my opinion, ineffectual. The contractor's inspections and reports were, in effect, progress reports rather than the quality control inspections that they should have been.

In as much as the contractor's quality control was required for the Building remodeling work it was only necessary for an O.S.H.D. Inspector to be on the project to inspect and monitor the remaining bid items. This resulted in an unnecessary duplication of effort.

Landscape

The landscaping work was completed with no major complications. A price agreement was executed to provide for extra gypsum in an area in the E.B. Rest area at Boardman which has very poor drainage.

The underground sprinkler system is included as a portion of the landscape work. There were no major problems with the construction of this system, but there have been major problems with maintenance and operation. These problems are the result of dirty water. The water for this system comes from one of two sources: 1.) The Columbia River, or 2.) a small creek which is, in fact, an irrigation overflow ditch. In either instance the water has sand and vegetation in suspension. In spite of screens and strainers the sprinkler heads and valves have become plugged with debris. This underground sprinkler system would, in my opinion, work better and require less maintenance if the contract had specified heads and valves which were specifically designed for dirty water.

NARRATIVE REPORT
Boardman, Stanfield, Deadman's Pass S.R.A.
Col. River/Old Ore. Trail Hwys.
Morrow/Umatilla Counties
Contract 9488

Water System

The water system, as designed, consisted of the construction of a concrete manhole at the edge of the Columbia River, a 12 inch x 200 feet ± corrugated metal inlet pipe into the river, and a 6 inch P.V.C. irrigation water suction line from the manhole to a pumping station approximately 610 feet distant.

The main line of the U.P.R.R. runs between the manhole and the pumping station. The 6" PVC line crosses under the U.P.R.R. and is installed in a 12" welded steel conduit from railroad right of way to railroad right of way.

There have been many problems with the construction and operation of this system.

1. Construction delays:
   a.) The U.P.R.R. did not review and accept the contractor's R.R. liability insurance in a timely manner. Insurance was reviewed by O.S.H.D. railroad and utility unit and forwarded to the U.P.R.R. on July 12,1982 but the railroad did not complete their review process until August 31,1982. This 50 day review period delayed construction of everything from the railroad right of way to the river.
   b.) The contract called for installation of pumps, control panels and all accessories in a small existing building. When it became obvious that this existing building was too small to house this equipment a price agreement was negotiated for the construction of a new pumphouse.

      The design and review process for this price agreement delayed the start of construction on this building until September 27, 1982.

The net result of these delays was to delay lawn construction until the spring of 1983.

The contractor completed all work items except for the lawn late in 1982.

2.) Operation and maintenance problems:

   a.) The 610 feet suction line from the manhole to the pumphouse would not function as designed and it was necessary to install a booster pump in the manhole. This was done by price agreement.
   b.) The fluctuation of the water level in the river combined with turbulance from the high winds that are common in this area cause the inlet pipe to silt over. It was also discovered that there is a period of time in May or June when the Army Corps of Engineers lowers the pool elevation in the McNary pool to a point below our inlet.

NARRATIVE REPORT
Boardman, Stanfield, Deadman's Pass S.R.A.
Col. River/Old Ore. Trail Hwys.
Morrow/Umatilla Counties
Contract 9488

(continue from b.)

A temporary inlet was installed from the pumphouse to an irrigation overflow ditch in order to provide water for the irrigation of the new lawns. When the inlet in the river plugged up the first time sand and other debris was sucked into the sprinkler system. It required the full time services of one man for several days to clean the sprinkler heads and valves.

A permanent "secondary" inlet system was installed by force account to replace the temporary installion from the irrigation ditch to the pumphouse.

c.) There is a continuing problem with sand and vegetation plugging sprinkler heads and valves.

Several alternate water sources have been investigated with the objective of providing a dependable supply of clean water for irrigation. Our preliminary investigation and cost estimate for a deep well to replace the present McNary pool/irrigation overflow canal system has been submitted to the Region Engineers office.

The increased project costs for the price agreement and force account revisions to the irrigation water supply and distribution system have resulted in a total project cost overrun.

E M Weisen
Asst Proj. Mgr.

STATEMENT OF OVERRUNS AND UNDERRUNS

Project: Boardman, Stanfield, Deadman's Pass, Safety Rest Areas
Contract No.: 9488

Highway: Col. River/Old Ore. Trail
Prefix: 625-1076

: Morrow/Umatilla
F. A. No.: IR-84-5(2)159

	Unit	Original	Revised	%
SUMMARY				
Bid Items	$	199,000.00	198,284.40	-0.4
Anticipated Items	$	10,500.00	5,057.79	-52
Contingecies	$	9,427.50	55,413.54	+488
Engineering	$	18,855.00	32,000.00	+70
Liquidated Damages	$	ø	(-) 4,650.00	—
Total	$	237,782.50	286,105.73	+20

All substantial changes were evaluated and only those listed below meaningfully affected the total project cost.

INDIVIDUAL OVERRUNS AND UNDERRUNS

Approved authorization increase $237,782.50 + $29,500.00 = $267,782.50

Contractor has requested a time extension. It has been recommended that he be granted a 17 day extension (17x150)

Decrease liquidated damage $2,550.00
Increase project costs $2,550.00

P.A.#2 Construct Irrigation System pumphouse L.S. ø $17,000.00

The existing pumphouse was not large enough to facilitate the installation of all required pumping equipment. It was determined to be more cost effective to build a new building than to enlarge the existing structure.

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STATEMENT OF OVERRUNS AND UNDERRUNS

Contract 9488

Item No.	Item	Unit	Original	Semifinal	+%
P.A.#6	Furnish and install booster pump	L.S.	ø	$15,553.54	

The pumping system from the Columbia River failed to function as designed. A booster pump was installed in the manhole at the river to lift the water to the main pumps in the pump house in the westbound rest area at Boardman.

EWD#1	Install secondary pumping system		ø	$5,860.00

The main inlet for the irrigation system is in the Columbia River. The pool elevation fluctuates at times falling below the intake. A secondary inlet system was installed to provide water from a nearby irrigation overflow canal during these times. The work has been completed but the contractor has not submitted his force account billings. The dollar value shown is the Engineers' estimate for this work.

Anticipated extra costs:

1.) Auxillery Pump Rental
Clean Sprinkler Heads and Valves
The water in the Columbia River dropped below the pump inlet during the critical first week of the establishment period for the lawn construction.

An auxillery pump was installed in a nearby irrigation overflow ditch to provide water for the sprinkler system. When the water level dropped a substantial quanlity of sand and vegetation was pulled through the intake in the river and into the sprinkler system preventing valves and sprinkler heads from functioning properly. It required the full time services of one man for several days to get these valves and heads cleaned out and working again. It is anticipated that the contractor will submit a claim for approximately $3,000.00 for this work.

2.) It is anticipated that the contractor will submit a claim for approximately $4,200.00 for extra work and materials to replace stolen and damaged valves and heads and to bring lawn bed areas back into condition for planting. His claim is based on not being able to procede with lawn construction work in the fall of 1982 planting season because of delay caused by P.A.#2.

Engineering	$18,855.00	$32,000.00	+70%

Additional engineering was required to inspect and monitor the force account and price agreement work.

DATE: December 13, 1983

TO: Oregon Transportation Commission CON

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
Boardman, Stanfield & Deadman's Pass
Safety Rest Area
Columbia River & Old Oregon Trail Highways
Umatilla and Morrow Counties
Contract No. 9488

This federal-aid building improvement project is essentially completed and it now appears that the final cost will exceed the project authorization by $36,000.00 or 13.5 percent. A previous increase in the project authorization was approved at the meeting on June 21, 1983 based on the addition of a new pump house of sufficient size, and addition of a booster pump to overcome operating deficiencies of the pumping system.

Continued failure of the pumping system due to fluctuation of water levels in the Columbia River necessitated use of an emergency pump to prevent loss of the seeded and sod lawn. Provision and maintenance of this temporary service and installation of a permanent secondary pump system added approximately $12,000.00 to the cost of the project.

The additional work of constructing the larger pump house delayed lawn work so as to miss the 1982 season. Weed infestation and erosion through the winter necessitated re-preparation of the planting areas, adding approximately $[illegible] to the cost of the project.

The balance of the overrun consists of additional engineering work required to design and monitor the extra work.

There are sufficient funds available in the category of work and all the increase, except $[illegible], is eligible for Federal participation.

I recommend that the authorization be increased by $36,000.00 to a new total of $303,282.50. This matter will be on the consent calendar for the December 20 meeting.

COM/LET/10 jc

bc: Fred D. Miller
R. W. Gormsen
C. T. Keasey
V. E. Skoog
R. D. Hector
George Bell

December 1, 1983

Mr. George L. Anderson, Attorney at Law
120 E. Hulburt Avenue
Hermiston, Oregon 97838

Ackerman Roofing
Route 3, Box 3364
Hermiston, Oregon

Reference: [illegible] of Leonard Ackerman, dba Ackerman Roofing
Contract No. [illegible] - O. S. H. D.

Dear Mr. Anderson and Mr. Ackerman:

Enclosed is a check to Ackerman Roofing in the amount of [illegible].00 for the labor and materials used on our Reconstruction - Patrick Aldrich Construction on the above contract.

Please have Mr. Leonard Ackerman [illegible] for [illegible].00.

Sorry over the troubles & confusion this has created.

Very truly yours,

AIC[illegible] - [illegible]

Lovene M. Hoehle

cc: Bauer - Berg & Jones Co. 610 Lawyer Building - Portland, Oregon 97205
Robert W. Normsen, Commission Service 121 Transportation Bldg. Salem, Oregon 97310
Norma Paulus, Sec. of State 136 Capital Salem, Oregon 97310
Patrick Aldrich Const. 62335 Deer Trail Rd. Bend, Oregon 97701
Irvin S. Berom, Attorney at Law
Oregon National Building 610 S. W. Alder - Portland, Oregon 97205

RECEIVED
DEC 2 1983
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DEPARTMENT OF TRANSPORTATION

CL 83-244

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

November 21, 1983

IN REPLY REFER TO
FILE NO.:

Mr. George L. Anderson
Attorney at Law
120 E. Hurlburt Avenue
Hermiston, OR 97838

CON 5
#9488

Dear Mr. Anderson:

This will acknowledge your letters dated November 7, 1983, filing a claim on behalf of Ackerman Roofing against the following Highway Division contract:

FILED BY:	Leonard Ackerman dba Ackerman Roofing
AMOUNT:	$450
FOR:	Labor and materials
AGAINST (Prime contractor):	Aichele Landscaping, Inc.
SUBCONTRACTOR:	Patrick Aldrich Construction
CONTRACT NO.:	9488
PROJECT:	Boardman, Stanfield and Deadmans Pass Safety Rest Areas, Columbia River Highway and Old Oregon Trail, Morrow and Umatilla Counties
SURETY:	United Pacific Insurance Company
AGENT:	Sauer and Carpenter Company

We will advise the surety and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

I believe the above information verifies the concerns that you had in your letter. If I can be of additional help, please let me know.

Please advise this office when your client's claim has been paid.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

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NOV 29 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTED ON CARD
Nov 29 1983
kjm

cc: United Pacific Insurance Co.
Bond Department
33405 - 8th Avenue So. C-3000
Federal Way, WA 98003

Aichele Landscaping, Inc.
11360 S.E. Stevens Road
Portland, OR 97266

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

731-0188

GEORGE L. ANDERSON, P.C.
ATTORNEY AT LAW
120 E. HURLBURT AVENUE
HERMISTON, OREGON 97838

TELEPHONE (503) 567-7800

November 7, 1983

Robert Gormsen
Oregon Dept. of Transportation
Room 121
Transportation Building
Salem, OR 97310

RE: Claim of Leonard Ackerman, dba Ackerman Roofing
Contract #9488

Dear Bob:

Please find enclosed the Notice of Claim which I am filing with the Secretary of State's office and with your office.

I would appreciate it very much if you could write back to me and verify that the name of Patrick Aldrich Construction is correct, the contract number is 9488, and the surety in this matter was United Pacific Insurance Co. (I am concerned that it might be United Pacific Reliance Insurance Co.)

I would also appreciate it if you would verify that the Boardman Rest Area work was included in this contract number, and United Pacific Insurance Co. was the surety for that work.

Please also send me a written verification back that you have received this notice when you give me this additional information.

Thank you for your attention in this matter.

Very truly yours,

GEORGE L. ANDERSON, P.C.

By: _____
George L. Anderson
Attorney at Law

GLA:alh
Enclosure
cc: Leonard Ackerman

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NOV 14 1983
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DEPARTMENT OF TRANSPORTATION

GEORGE L. ANDERSON, P.C.
ATTORNEY AT LAW
120 E. HURLBURT AVENUE
HERMISTON, OREGON 97838

TELEPHONE (503) 567-7800

November 7, 1983

Norma Paulus
Secretary of State
136 State Capitol
Salem, OR 97310

CERTIFIED MAIL # P490924094
RETURN RECEIPT REQUESTED

State of Oregon
%Oregon Dept. of Transportation
ATTN: Robert Gormsen
Room 121
Transportation Building
Salem, OR 97310

CERTIFIED MAIL # P459917880
RETURN RECEIPT REQUESTED

RE: Claim of Leonard Ackerman, dba Ackerman Roofing
Contract #9488

Dear Mrs. Paulus and Mr. Gormsen:

I am the attorney for Leonard Ackerman, dba Ackerman Roofing of Route 3, Box 3864, Hermiston, Oregon. Mr. Ackerman joins me in this letter and claim, by his signature given below.

In 1982, at the State of Oregon's Boardman Rest Area, approximately 2 miles West of Boardman, Oregon, along Interstate I-84, Leonard Ackerman put a hot tar roof on a pumping station building. He supplied the labor and materials for this work.

This work was done at the request of Patrick Aldrich Construction of Bend, Oregon, a subcontractor for Aichele Landscaping, Inc. of Portland, Oregon on Oregon Department of Transportation Contract No. 9488. The agreed price for the work between Ackerman and Patrick Aldrich Construction was $450, and $450 is the reasonable value of materials and labor incurred in the work.

Notice is hereby given that Leonard Ackerman has a claim for said labor and materials in the sum of $450 against the bond taken from United Pacific Insurance Co. for the work.

Please file this notice of claim and send me written confirmation.

Very truly yours,

GEORGE L. ANDERSON, P.C.

By: _____
George L. Anderson
Attorney at Law

_____
LEONARD ACKERMAN dba
Ackerman Roofing

GLA:alh
cc: Leonard Ackerman

RECEIVED
NOV 14 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

YADON CONSTRUCTION SPECIALTIES, INC., a Washington corporation, Plaintiff, vs. STATE OF OREGON, DEPARTMENT OF TRANSPORTATION, AICHELE LANDSCAPING, INC., an Oregon corporation, PATRICK ALDRICH CONSTRUCTION and UNITED PACIFIC INSURANCE COMPANY, a Washington corporation, Defendants.	No. 144526 ORDER OF DISMISSAL

On motion of the plaintiff subjoined hereto, and it appearing to the Court that the above-captioned matter has been fully compromised and settled, it is hereby

ORDERED that the above-entitled matter be and the same is dismissed with prejudice and without costs as to all parties.

DATED this____day of November, 1983.

_____
CIRCUIT COURT JUDGE

It Is So Moved:

_____
Jeffrey C. Pridgeon,
Of Attorneys for Plaintiff

* * *

* * *

CERTIFIED A TRUE COPY

_____
ATTORNEY FOR PLAINTIFF

MARVIN S. NEPOM - DAVID R. NEPOM
Attorneys
610 S. W. Alder Street, Suite 1120
Portland, Oregon 97205
Telephone (503) 223-1137

R E L E A S E

IN CONSIDERATION of the sum of SIX THOUSAND, NINE HUNDRED AND FIFTY-SIX DOLLARS AND NO/100 ($6,956.00), receipt of which is acknowledged, Yadon Construction Specialties, Inc., does hereby release and discharge State of Oregon Department of Transportation, Aichele Landscaping, Inc., Patrick Aldrich Construction and United Pacific Insurance Company, their officers, agents, employees, successors and assigns, from any and all claims, demands, damages, liabilities, causes of action or suits of any kind or nature whatsoever, whether now known or not, or which may hereafter develop, arising out of materials supplied for building improvements to the safety rest areas at Boardman, Stanfield and Deadman's Pass, Oregon.

THIS RELEASE specifically includes, but is not limited to, all claims of any kind or nature whatsoever and in any way connected with plaintiff's claim in Marion County Circuit Court Case Number 144526, which case plaintiff authorizes and directs its attorney to dismiss, with prejudice and without costs to any party.

DATED this 19 day of November, 1983.

YADON CONSTRUCTION SPECIALTIES, INC.

By: Clifford R Yadon

Approved By:

Jeffrey C. Pridgeon,
Of Attorneys for Plaintiff

7-1

FORM 736-3001

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: Boardman, Stanfield & Deadmans Pass Sra	WEEK ENDING: Nov. 12, 1983	
	SECTION PREFIX: 625-1075	
HIGHWAY: Col. Riv. & O.O.T.	COUNTY: Umatilla & Morrow	
NAME OF JOB: Boardman, Stanfield & Deadmans Pass	KIND OF WORK: Building improvement, Irrigation system & Lawn	
CONTRACTOR: Aichele Landscaping, Inc.	CONTRACT NUMBER: [illegible]	FEDERAL AID PROJECT NUMBER: IR-85-5(2)159
DATE OF CONTRACT: June 7, 1982	DATE WORK STARTED: June 21, 1982	ESTIMATED COMPLETION DATE:
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0	SPECIFIED WORK DAYS	WORK DAYS USED
	SPECIFIED CALENDAR DAYS: 120	CALENDAR DAYS USED: 143
	SPECIFIED COMPLETION DATE	PERCENT OF TIME ELAPSED: 119
PROJECT AUTHORIZATION: $ 267,282.50		PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 7
EXCLUSIVE OF ENGINEERING: $ 239,782.50	ENGINEERING AUTHORIZATION: $ 27,500.00	
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 214,351.50	ENGINEERING COST TO DATE: $ 33,343.09	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 8
ESTIMATED PERCENT OVERRUN [illegible]: 1.9 %	PERCENT OF AUTHORIZATION: 121 %	DATE PROJECT WAS COMPLETED: 11/4/83

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE: Boardman	OIL AND/OR BASE: Stanfield	MAT'L. PROD.: Deadmans P		
			COMPLETED GRADING	COMPLETED SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
Planting work			100	100	100		
Concrete work			100	100	100		
[illegible]			100				

EQUIPMENT USED DURING THE WEEK

None.

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.							
PERCENT							

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY				
SATURDAY				

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	
MONDAY	
TUESDAY	**********NO ACTIVITY, PROJECT COMPLETE**********
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

The third notification has been submitted for this project.
The third notification, dated Oct. 7, 1983, was submitted Nov. 8, 1983.

This will be the final weekly report for this project.

SIGNED Ed Neilsen LOCATION Hermiston

E.M. Neilsen, Asst. Project Mgr.

WHEN BRIDGES AND GRADING BOTH ARE INVOLVED SUBMIT 3 COPIES

RECEIVED
NOV 1 1 19
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

November 2, 1983

CON

Aichele Landscaping
11360 SE Stevens Road
Portland, OR 97226

Time Extension Request
Boardman, Stanfield & Deadmans Pass SRA
Contract No. 9488
FAP No. IR-84-5(2)159

Your request for additional contract time in which to complete the above project has been carefully reviewed. A contract time adjustment of an additional 31 calendar days is granted due to the added work performed under Price Agreement No. 2. The adjusted contract time of completion of this project is 151 calendar days. This will eliminate all liquidated damages under this contract.

W. E. Schwartz, P. E.
Assistant State Highway Engineer
for Operations

OBJ:cb st

bc H. S. Coulter
C. T. Keasey
R. D. Hector w/att.
Mike Gardner w/att.
FHWA w/att.
R. D. Church

STATE OF OREGON

INTEROFFICE MEMO

TO: O. B. JACKMOND
Contract Administration Engineer

DATE: October 26, 1983

SUBJECT: Time Extension Request
Aichele Landscaping
Boardman, Stanfield & Deadmans Pass
Safety Rest Areas
Contract No. 9488

Enclosed for your further handling is time extension for the subject project, accompanied by brief analysis by Project Manager. As is getting to be the usual case we received no documentation from the contractor in support of his request.

This project was awarded June 7, 1982 with 120 calendar days to complete. The project was completed June 15, 1983. At that time 151 calendar days had been charged, of which 31 days are subject to liquidated damages.

I concur with the Project Manager's analysis that at least 17 days of liquidated damages be returned to the contractor. Given the fact that we had design problems with the irrigation system and had to shut the project down from August 13 to September 20, 1982 (37 calendar days), it may be appropriate to return the entire 31 days even though the contractor didn't present much to support his cause.

10-31-83

W. E. Schwartz —

The State delayed the project in order to correct a design problem with the irrig. system. This, in turn, put the lawn constr. into undesirable winter months. We did not want the lawn put in during the winter and issued a suspension of work when all other work was done. This is a classic case of concurrent delay. The contractor was late in completing all work other than the lawn. The State prevented contract completion by not permitting lawn constr. until the spring. All excess time charged should be returned.

O. B. Jackmond

William G. Anhorn
Assistant Region Engineer

WGA:am

Enc.

RECEIVED
OCT 31 1983
CONSTRUCTION SECTION

CE, CAE, FOE, OCS, SCS, ISO, OM, CA, LS, TC, IR, CP

Served on Fred Miller 10-26-83 1:35 P.M. Sallis-action

In the CIRCUIT Court of the State of Oregon

for the County of MARION

YADON CONSTRUCTION SPECIALTIES, INC., a Washington corporation,

Plaintiff

vs.

STATE OF OREGON, DEPARTMENT OF TRANSPORTATION; AICHELE LANDSCAPING, INC., an Oregon corporation; PATRICK ALDRICH CONSTRUCTION; and UNITED PACIFIC INSURANCE COMPANY, a Washington corporation,

Defendant

No. 144576

SUMMONS

To Office of Director
State of Oregon, Department of Transportation
Highway Division
135 Transportation Building
Salem, OR 97310

Defendant

You are hereby required to appear and defend the complaint filed against you in the above entitled action within thirty (30) days from the date of service of this summons upon you, and in case of your failure to do so, for want thereof, plaintiff(s) will apply to the court for the relief demanded in the complaint.

NOTICE TO THE DEFENDANT: READ THESE PAPERS CAREFULLY!

You must "appear" in this case or the other side will win automatically. To "appear" you must file with the court a legal paper called a "motion" or "answer." The "motion" or "answer" must be given to the court clerk or administrator within 30 days along with the required filing fee. It must be in proper form and have proof of service on the plaintiff's attorney or, if the plaintiff does not have an attorney, proof of service upon the plaintiff.

If you have any questions, you should see an attorney immediately.

/s/ Patrick J. Stimac
SIGNATURE OF OREGON RESIDENT ATTORNEY

Patrick J. Stimac
TYPE OR PRINT NAME OF RESIDENT ATTORNEY

STATE OF OREGON;
County of Lincoln } ss.

I, the undersigned attorney of record for the plaintiff, certify that the foregoing is an exact and complete copy of the original summons in the above entitled action.

Patrick J. Stimac
ATTORNEY OF RECORD FOR PLAINTIFF(S)

TO THE OFFICER OR OTHER PERSON SERVING THIS SUMMONS: You are hereby directed to serve a true copy of this summons, together with a true copy of the complaint mentioned therein, upon the individual(s) or other legal entity(ies) to whom or which this summons is directed, and to make your proof of service on the reverse hereof or upon a separate similar document which you shall attach hereto.

/s/ Patrick J. Stimac
ATTORNEY(S) FOR PLAINTIFF(S)

Post office address at which papers in the above entitled action may be served by mail.

PRIDGEON & STIMAC
Patrick J. Stimac
626 S.W. Hurbert Street
Newport, OR 97365
(503)265-2217

NAME POST OFFICE ADDRESS AND TELEPHONE NUMBER

FORM No. 190—CIRCUIT OR DISTRICT COURT SUMMONS
OE STEVENS-NESS LAW PUB. CO. PORTLAND, ORE.

PROOF OF SERVICE

STATE OF .....
County of ..... } ss.

I hereby certify that I made service of the foregoing summons upon the individuals and other legal entities to be served, named below, by delivering or leaving true copies of said summons and the complaint mentioned therein, certified to be such by the attorney for the plaintiff, as follows:

Personal Service Upon Individual(s)

Upon ....., *by delivering such true copy to him/her, personally and in person, at* ....., *on* ....., *19*....., *at* .....*o'clock* .....*M.*

Upon ....., *by delivering such true copy to him/her, personally and in person, at* ....., *on* ....., *19*....., *at* .....*o'clock* .....*M.*

Substituted Service Upon Individual(s)**

Upon ....., *by delivering such true copy at his/her dwelling house or usual place of abode, to-wit:* ....., *to* ....., *who is a person over the age of 14 years and a member of the household of the person served on* ....., *19*....., *at* .....*o'clock* .....*M.*

Upon ....., *by delivering such true copy at his/her dwelling house or usual place of abode, to-wit:* ....., *to* ....., *who is a person over the age of 14 years and a member of the household of the person served on* ....., *19*....., *at* .....*o'clock* .....*M.*

Office Service Upon Individual(s)**

Upon ....., *at the office which he/she maintains for the conduct of business at* ....., *by leaving such true copy with* ....., *the person who is apparently in charge, on* ....., *19*....., *during normal working hours, at to-wit:* .....*o'clock,* .....*M.*

Service on Corporations, Limited Partnerships or Unincorporated Associations Subject to Suit Under a Common Name

Upon ....., *by*
(NAME OF CORPORATION, LIMITED PARTNERSHIP, ETC.)

(a) delivering such true copy, personally and in person, to ..... *who is a/the* *..... *thereof; OR*

(b) leaving such true copy with ....., *the person who is apparently in charge of the office of* ....., *who is a/the* *..... *thereof;*

*Specify registered agent, officer (by title), director, general partner, managing agent.

at ....., *on* ....., *19*....., *at* .....*o'clock* .....*M.*

DATED....., *19*.....

.....
SHERIFF

By.....
DEPUTY

I further certify that I am a competent person 18 years of age or older and a resident of the state of service or the State of Oregon, and that I am not a party to nor an officer, director or employee of, nor attorney for any party, corporate or otherwise; that the person, firm or corporation served by me is the identical person, firm or corporation named in the action.

DATED....., *19*.....

.....
SIGNATURE

.....
TYPE OR PRINT NAME

The signature line on the left should be used only by a sheriff or deputy of a county in Oregon; all other servers complete certificate on the right.

The Proof of Service above contains most, but not all, *of the methods of service. For example, this form does not include proof of service on a minor or incompetent person. See ORCP 7D. (2) and 7 D. (3) for complete service methods on particular parties.*

*** Where substituted or office service is used, the plaintiff, as soon as reasonably possible, shall cause to be mailed a true copy of the summons and complaint to the defendant at the defendant's dwelling house or usual place of abode, together with a statement of the time, date and place at which such service was made. Use SN Form No. 1149 or equivalent.*

CERTIFIED A TRUE COPY

Attorney for Plaintiff

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

YADON CONSTRUCTION SPECIALTIES, INC., a Washington corporation,

Plaintiff,

vs.

STATE OF OREGON, DEPARTMENT OF TRANSPORTATION; AICHELE LANDSCAPING, INC., an Oregon corporation; PATRICK ALDRICH CONSTRUCTION; and UNITED PACIFIC INSURANCE COMPANY, a Washington corporation,

Defendants.

No. 144526

COMPLAINT
(Action at Law)

I

At all times material herein, plaintiff was and is a Washington corporation.

II

On or about May 24, 1982, plaintiff made a written offer to provide materials to defendant Patrick Aldrich Construction, said offer describing materials plaintiff would supply for building improvements to safety rest areas at Boardman, Stanfield and Deadman's Pass, Oregon.

III

On or about August 11, 1982, plaintiff received written confirmation from defendant Patrick Aldrich Construction for an order of sanymetal toilet partitions.

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///

PRIDGEON & STIMAC, ATTORNEYS AT LAW
826 S.W. HURBERT STREET • NEWPORT, OREGON 97365 • (503) 265-7217

IV

Said materials were supplied to defendant Patrick Aldrich Construction in September, 1982 by the plaintiff.

V

Defendant Patrick Aldrich Construction promised to pay plaintiff the sum of $6,556.00 as and for materials provided by the plaintiff.

VI

Defendant Patrick Aldrich Construction has not paid that sum nor any part of it.

VII

Defendant Aichele Landscaping, Inc., an Oregon corporation, was the prime contractor for the State of Oregon, Department of Transportation, in the project to improve safety rest areas at Boardman, Stanfield and Deadman's Pass, Oregon. Written demand has been made for payment of the above-described sums to defendant Aichele Landscaping, Inc. with no response. As required by statute, Aichele Landscaping, Inc. secured a performance bond as part of its contract with the State of Oregon, Department of Transportation, for completion of the above-described project. Defendant United Pacific Insurance Company, a Washington corporation, has provided said bond, a copy of which is attached to this claim for relief and by this reference is made a part hereof.

VIII

Pursuant to ORS 279.526, plaintiff has given notice of its claim for materials provided to Patrick Aldrich Construction,

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Aichele Landscaping, Inc., the Secretary of the State of Oregon, the Department of Transportation of the State of Oregon (Highway Division) and United Pacific Insurance Company. Said notice of claim and further demand has resulted in no payment for the materials provided by any of the above-named defendants.

IX

Pursuant to ORS 279.536, plaintiff has filed this claim for relief on the contractor's bond provided by defendant United Pacific Insurance Company. Pursuant to ORS 743.114, plaintiff may recover its reasonable attorney's fees as adjudged by the court. The sum of $2,000.00 is a reasonable sum to be allowed by the court for plaintiff's attorney's fees herein, if the matter be uncontested; the sum of $3,500.00, together with $750.00 per diem at trial and $150.00 for each appearance in the court is a reasonable amount to be allowed to plaintiff if the matter is contested, or such larger sum as the court may deem reasonable.

WHEREFORE, plaintiff demands judgment against the defendant's performance bond for the sum of $6,556.00 for materials provided with interest at the rate of nine percent per annum from September 7, 1982, until paid; together with the sum of $2,000.00 if the matter be uncontested or the sum of $3,500.00, together with $750.00 per diem of trial, and $150.00 for each

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626 S.W. HURBERT STREET • NEWPORT, OREGON 97365 • (503) 265-2217

appearance in court, if the matter be contested or such larger sum as the court may deem reasonable, together with interest at the judgment rate.

PRIDGEON & STIMAC

s/Patrick J. Stimac

By_____
Patrick j. Stimac 81388
Of Attorneys for Plaintiff

PRIDGEON & STIMAC, ATTORNEYS AT LAW
620 S.W. HURBERT STREET • NEWPORT, OREGON 97365 • (503) 265-2217

Bon # 45-50-51

Section IV. Performance Bond

KNOW ALL MEN BY THESE PRESENTS: That we

Aichele Landscaping, Inc., an Oregon corporation, by and through its corporate officials doing business at 11360 SE Stevens Road, Portland, Oregon 97266

as principal, and

UNITED PACIFIC INSURANCE COMPANY, a Washington Corporation, having its principal place of business at Tacoma, Washington.

as surety, are jointly and severally held and bound unto the State of Oregon, in the sum of One Hundred Ninety-Nine Thousand Dollars ($199,000.00)

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the said principal herein has made and entered into a certain contract, a copy of which is attached hereto, with the State of Oregon, which contract, together with the applicable plans, Standard Specifications, special provisions, and schedule of contract prices, is by this reference made a part hereof, whereby the said principal agrees to perform certain work and to assume certain obligations, which things he agrees to do in accordance with the certain terms, conditions, requirements, plans and specifications set out in said contract.

NOW, THEREFORE, if the principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed under said contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the applicable Standard Specifications, and shall indemnify and save harmless the State of Oregon, the Oregon Transportation Commission, and members thereof, its officers, employes, and agents, against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the said contract by the said contractor or his subcontractors; and shall make payment promptly, as due, to all subcontractors and to all persons supplying to the contractor or his subcontractors equipment, supplies, labor or materials for the prosecution of the work, or any part thereof, provided for in said contract, and shall pay all contributions or amounts due the State Accident Insurance Fund and the State

Unemployment Compensation Trust Fund from such contractor or subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the contractor's employes and payable to the Revenue Department; and shall pay all other just debts, dues and demands incurred in the performance of the said contract and shall pay the State of Oregon, by and through its Transportation Commission, such damages as may accrue to the State under said contract and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, by and through its Transportation Commission, be obligated for the payment thereof.

Witness our hands this 21st day of June, 1982

Aichele Landscaping, Inc.
Principal

By ..... V.P.

By Lorene K. Aichele Secy.

Lorene K. Aichele Secy.
Principal

By .....

By .....

APPROVED AS TO AUTHORITY OF ATTORNEY - IN - FACT FOR THE SURETY COMPANY.
INSURANCE DIVISION - DEPT. OF COMMERCE
BY Diane E. Koering

UNITED PACIFIC INSURANCE COMPANY
Surety
By .....
Attorney-in-fact

By .....
Attorney in Fact

By .....
Agent

SAUER & CARPENTER CO.
610 MAYER BUILDING
PORTLAND, OREGON 97205

STATE OF OREGON

INTEROFFICE MEMO

TO: C. T. Keasey
Construction Engineer

DATE: September 14, 1983 CON 5
9488

FROM: ORIGINAL SIGNED
JERALD E. BACKSTRAND
Jerald E. Backstrand, P.E.
Assistant Bridge Engineer

SUBJECT:
Boardman Safety Rest Area
Irrigation Water Supply System
CON 9488

Attached is the Corps of Engineers Permit (No. 071-0YA-2-004971) to construct the proposed Gabion Structure Inlet Device to the Irrigation Water Supply System at Boardman Safety Rest Area. The yellow "notice of authorization" card is to be displayed at the project site.

JSH:jrb

Attachment

cc/w/attachment: R. D. Hector
M. J. Gardner
General Files

81:125:387

This notice of authorization must be conspicuously displayed at the site of work.

United States Army Corps of Engineers

7 September 19 83

A permit to Excavate 12 c.y. of sand by backhoe and deposit on upland site. Place 18 rock-filled gabions, to prevent sand from entering existing irrigation intake.

at Columbia River, Mile 265.4, Morrow County, near Boardman Rest Area on Interstate 84.

has been issued to Oregon State Highway Div. **on** 7 Sept **19** 83

Address of Permittee 329 Transportation Bldg., Salem, Oregon 97310

Permit Number

071-OYA-2-004971

W. Burton Payton

for R. L. FRIEDENWALD
District Commander

ENG FORM 4336, Jul 81 (ER 1145-2-303) EDITION OF JUL 70 MAY BE USED

(Proponent: DAEN-CWO)

Application No. 071-OYA-2-004971

Name of Applicant OREGON STATE HIGHWAY DIVISION

Effective Date 7 September 1983

Expiration Date (If applicable) 30 September 1986

DEPARTMENT OF THE ARMY
PERMIT

Referring to written request dated 13 June 1983 for a permit to:

( ) Perform work in or affecting navigable waters of the United States, upon the recommendation of the Chief of Engineers, pursuant to Section 10 of the Rivers and Harbors Act of March 3, 1899 (33 U.S.C. 403);

(X) Discharge dredged or fill material into waters of the United States upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 404 of the Federal Water Pollution Control Act (86 Stat. 816, P.L. 92-500);

( ) Transport dredged material for the purpose of dumping it into ocean waters upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (86 Stat. 1052; P.L. 92-532);

Oregon State Highway Department
329 Transportation Building
Salem, Oregon 97310

is hereby authorized by the Secretary of the Army:
to

a. Excavate approximately 12 cubic yards of sand by backhoe and deposit on an upland site.

b. Place eighteen 2-cubic-yard, rock-filled gabions for a total of 36 cubic yards of fill.

c. Existing intake is authorized under Department of Army Permit No. 071-OYA-2-003564.

Purpose of project is to prevent sand from entering existing irrigation intake.

in Columbia River, Mile 265.4

at Morrow County, near Boardman Rest Area of Interstate 84.

in accordance with the plans and drawings attached hereto which are incorporated in and made a part of this permit (on drawings: give file number or other definite identification marks.)

004971 (Columbia River - Intake, Fill)

subject to the following conditions:

I. General Conditions:

a. That all activities identified and authorized herein shall be consistent with the terms and conditions of this permit; and that any activities not specifically identified and authorized herein shall constitute a violation of the terms and conditions of this permit which may result in the modification, suspension or revocation of this permit, in whole or in part, as set forth more specifically in General Conditions j or k hereto, and in the institution of such legal proceedings as the United States Government may consider appropriate, whether or not this permit has been previously modified, suspended or revoked in whole or in part.

ENG FORM JUL 77 1721 EDITION OF 1 APR 74 IS OBSOLETE. (ER 1145-2-303)

b. That all activities authorized herein shall, if they involve, during their construction or operation, any discharge of pollutants into waters of the United States or ocean waters, be at all times consistent with applicable water quality standards, effluent limitations and standards of performance, prohibitions, pretreatment standards and management practices established pursuant to the Federal Water Pollution Control Act of 1972 (P.L. 92-500; 86 Stat. 816), the Marine Protection, Research and Sanctuaries Act of 1972 (P.L. 92-532, 86 Stat. 1052), or pursuant to applicable State and local law.

c. That when the activity authorized herein involves a discharge during its construction or operation, of any pollutant (including dredged or fill material), into waters of the United States, the authorized activity shall, if applicable water quality standards are revised or modified during the term of this permit, be modified, if necessary, to conform with such revised or modified water quality standards within 6 months of the effective date of any revision or modification of water quality standards, or as directed by an implementation plan contained in such revised or modified standards, or within such longer period of time as the District Engineer, in consultation with the Regional Administrator of the Environmental Protection Agency, may determine to be reasonable under the circumstances.

d. That the discharge will not destroy a threatened or endangered species as identified under the Endangered Species Act, or endanger the critical habitat of such species.

e. That the permittee agrees to make every reasonable effort to prosecute the construction or operation of the work authorized herein in a manner so as to minimize any adverse impact on fish, wildlife, and natural environmental values.

f. That the permittee agrees that he will prosecute the construction or work authorized herein in a manner so as to minimize any degradation of water quality.

g. That the permittee shall permit the District Engineer or his authorized representative(s) or designee(s) to make periodic inspections at any time deemed necessary in order to assure that the activity being performed under authority of this permit is in accordance with the terms and conditions prescribed herein.

h. That the permittee shall maintain the structure or work authorized herein in good condition and in accordance with the plans and drawings attached hereto.

i. That this permit does not convey any property rights, either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations nor does it obviate the requirement to obtain State or local assent required by law for the activity authorized herein.

j. That this permit may be summarily suspended, in whole or in part, upon a finding by the District Engineer that immediate suspension of the activity authorized herein would be in the general public interest. Such suspension shall be effective upon receipt by the permittee of a written notice thereof which shall indicate (1) the extent of the suspension, (2) the reasons for this action, and (3) any corrective or preventative measures to be taken by the permittee which are deemed necessary by the District Engineer to abate imminent hazards to the general public interest. The permittee shall take immediate action to comply with the provisions of this notice. Within ten days following receipt of this notice of suspension, the permittee may request a hearing in order to present information relevant to a decision as to whether his permit should be reinstated, modified or revoked. If a hearing is requested, it shall be conducted pursuant to procedures prescribed by the Chief of Engineers. After completion of the hearing, or within a reasonable time after issuance of the suspension notice to the permittee if no hearing is requested, the permit will either be reinstated, modified or revoked.

k. That this permit may be either modified, suspended or revoked in whole or in part if the Secretary of the Army or his authorized representative determines that there has been a violation of any of the terms or conditions of this permit or that such action would otherwise be in the public interest. Any such modification, suspension, or revocation shall become effective 30 days after receipt by the permittee of written notice of such action which shall specify the facts or conduct warranting same unless (1) within the 30-day period the permittee is able to satisfactorily demonstrate that (a) the alleged violation of the terms and the conditions of this permit did not, in fact, occur or (b) the alleged violation was accidental, and the permittee has been operating in compliance with the terms and conditions of the permit and is able to provide satisfactory assurances that future operations shall be in full compliance with the terms and conditions of this permit; or (2) within the aforesaid 30-day period, the permittee requests that a public hearing be held to present oral and written evidence concerning the proposed modification, suspension or revocation. The conduct of this hearing and the procedures for making a final decision either to modify, suspend or revoke this permit in whole or in part shall be pursuant to procedures prescribed by the Chief of Engineers.

l. That in issuing this permit, the Government has relied on the information and data which the permittee has provided in connection with his permit application. If, subsequent to the issuance of this permit, such information and data prove to be false, incomplete or inaccurate, this permit may be modified, suspended or revoked, in whole or in part, and/or the Government may, in addition, institute appropriate legal proceedings.

m. That any modification, suspension, or revocation of this permit shall not be the basis for any claim for damages against the United States.

n. That the permittee shall notify the District Engineer at what time the activity authorized herein will be commenced, as far in advance of the time of commencement as the District Engineer may specify, and of any suspension of work, if for a period of more than one week, resumption of work and its completion.

o. That if the activity authorized herein is not started on or before _____ day of _____, 19 _____, (one year from the date of issuance of this permit unless otherwise specified) and is not completed on or before _____ day of _____, 19 _____, (three years from the date of issuance of this permit unless otherwise specified) this permit, if not previously revoked or specifically extended, shall automatically expire.

p. That this permit does not authorize or approve the construction of particular structures, the authorization or approval of which may require authorization by the Congress or other agencies of the Federal Government.

q. That if and when the permittee desires to abandon the activity authorized herein, unless such abandonment is part of a transfer procedure by which the permittee is transferring his interests herein to a third party pursuant to General Condition t hereof, he must restore the area to a condition satisfactory to the District Engineer.

r. That if the recording of this permit is possible under applicable State or local law, the permittee shall take such action as may be necessary to record this permit with the Register of Deeds or other appropriate official charged with the responsibility for maintaining records of title to and interests in real property.

s. That there shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein.

t. That this permit may not be transferred to a third party without prior written notice to the District Engineer, either by the transferee's written agreement to comply with all terms and conditions of this permit or by the transferee subscribing to this permit in the space provided below and thereby agreeing to comply with all terms and conditions of this permit. In addition, if the permittee transfers the interests authorized herein by conveyance of realty, the deed shall reference this permit and the terms and conditions specified herein and this permit shall be recorded along with the deed with the Register of Deeds or other appropriate official.

II. **Special Conditions:** (Here list conditions relating specifically to the proposed structure or work authorized by this permit):

a. All construction debris will be disposed of on land in such a manner that it cannot enter the waterway.

b. Care will be taken to prevent any petroleum products, chemicals, or other deleterious materials from entering the water.

c. All areas along the bank, disturbed or newly created by the construction activity, will be seeded, sodded, revegetated, or given some other equivalent type of protection against subsequent erosion.

d. Work in the waterway will be done so as to minimize turbidity increases in the water that tend to degrade water quality and damage aquatic life.

e. Land disposal of dredged material will be accomplished behind adequately maintained protective berms, which will prevent the material from returning to the waterway.

f. The disposal area, method of disposal, or method of dredging will not be changed without prior written approval of the District Engineer.

g. When the District Engineer has been notified by a fishery agency that a filling activity is adversely affecting fish or wildlife resources or the harvest thereof, and when the District Engineer subsequently directs remedial measures, the permittee will comply with such directions as may be received to suspend or modify the activity, to the extent required to mitigate or eliminate the adverse effect.

h. If the permittee, during prosecution of the work authorized herein, encounters a previously unidentified archeological or other cultural resource within the area subject to Department of the Army jurisdiction that might be eligible for listing in the National Register of Historic Places, he shall immediately notify the District Engineer.

The following Special Conditions will b plicable when appropriate:

STRUCTURES IN OR AFFECTING NAVIGABLE WATERS OF THE UNITED STATES:

a. That this permit does not authorize the interference with any existing or proposed Federal project and that the permittee shall not be entitled to compensation for damage or injury to the structures or work authorized herein which may be caused by or result from existing or future operations undertaken by the United States in the public interest.

b. That no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized by this permit.

c. That if the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.

d. That the permittee, upon receipt of a notice of revocation of this permit or upon its expiration before completion of the authorized structure or work, shall, without expense to the United States and in such time and manner as the Secretary of the Army or his authorized representative may direct, restore the waterway to its former conditions. If the permittee fails to comply with the direction of the Secretary of the Army or his authorized representative, the Secretary or his designee may restore the waterway to its former condition, by contract or otherwise, and recover the cost thereof from the permittee.

e. Structures for Small Boats: That permittee hereby recognizes the possibility that the structure permitted herein may be subject to damage by wave wash from passing vessels. The issuance of this permit does not relieve the permittee from taking all proper steps to insure the integrity of the structure permitted herein and the safety of boats moored thereto from damage by wave wash and the permittee shall not hold the United States liable for any such damage.

MAINTENANCE DREDGING:

a. That when the work authorized herein includes periodic maintenance dredging, it may be performed under this permit for _____years from the date of issuance of this permit (ten years unless otherwise indicated);

b. That the permittee will advise the District Engineer in writing at least two weeks before he intends to undertake any maintenance dredging.

DISCHARGES OF DREDGED OR FILL MATERIAL INTO WATERS OF THE UNITED STATES:

a. That the discharge will be carried out in conformity with the goals and objectives of the EPA Guidelines established pursuant to Section 404(b) of the FWPCA and published in 40 CFR 230;

b. That the discharge will consist of suitable material free from toxic pollutants in other than trace quantities;

c. That the fill created by the discharge will be properly maintained to prevent erosion and other non-point sources of pollution; and

d. That the discharge will not occur in a component of the National Wild and Scenic River System or in a component of a State wild and scenic river system.

DUMPING OF DREDGED MATERIAL INTO OCEAN WATERS:

a. That the dumping will be carried out in conformity with the goals, objectives, and requirements of the EPA criteria established pursuant to Section 102 of the Marine Protection, Research and Sanctuaries Act of 1972, published in 40 CFR 220-228.

b. That the permittee shall place a copy of this permit in a conspicuous place in the vessel to be used for the transportation and/or dumping of the dredged material as authorized herein.

This permit shall become effective on the date of the District Engineer's signature.

Permittee hereby accepts and agrees to comply with the terms and conditions of this permit.

X _____ 8/30/83

PERMITTEE — DATE

Oregon State Bridge Engineer

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

_____ 7 September 1983

for R. L. FRIEDENWALD — DATE

Colonel, Corps of Engineers

DISTRICT ENGINEER,

U.S. ARMY, CORPS OF ENGINEERS

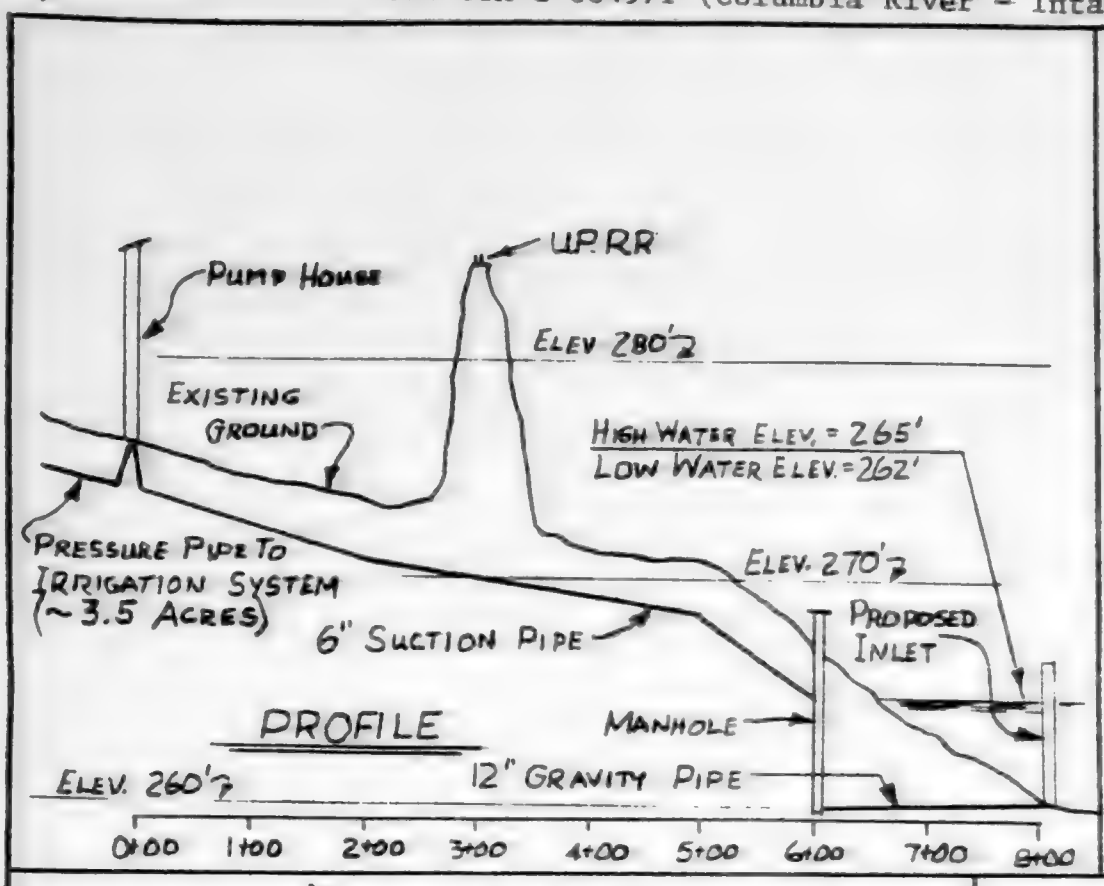
Transferee hereby agrees to comply with the terms and conditions of this permit

_____ _____

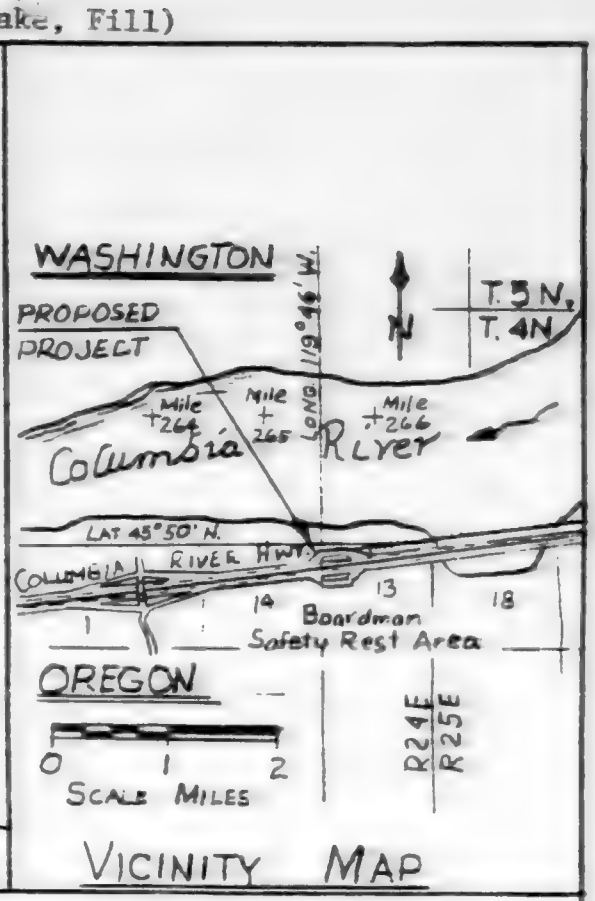
TRANSFEREE — DATE

GPO : 1982 O - 376-395

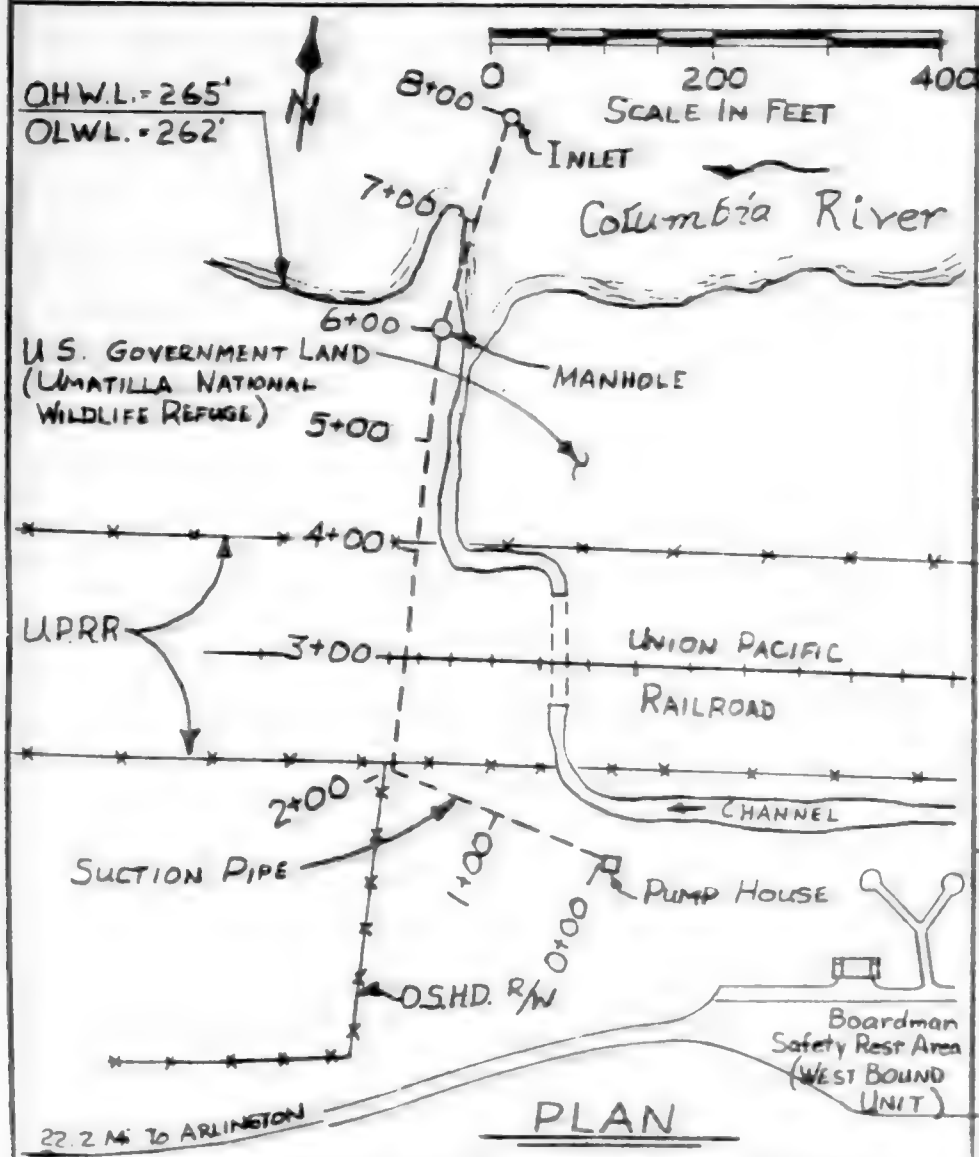
071-OYA[illegible]-004971 (Columbia River - Intake, Fill)



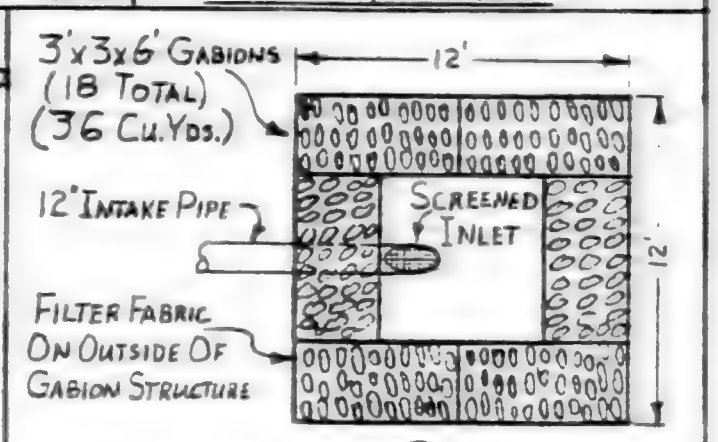
PROFILE



VICINITY MAP

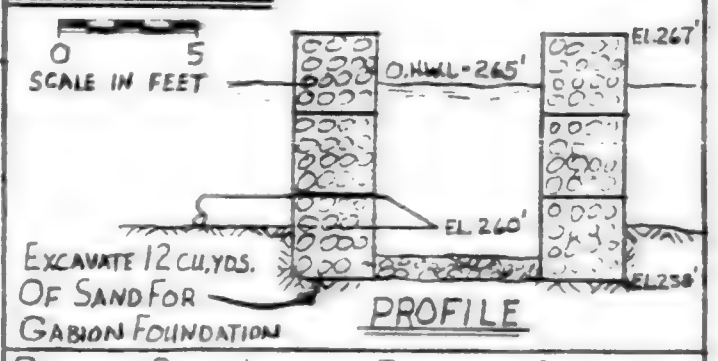


PLAN



PLAN

INLET DEVICE



PROFILE

PURPOSE: PUBLIC LANDSCAPE IRRIGATION SYSTEM
DATUM: N.G.V.D. OF 1929
ADJOINING PROPERTY OWNERS: UNION PACIFIC R.R., U. S. GOVERNMENT.
NOTE: APPROX. 50 CUBIC YARDS OF EXCAVATION AND ROCK FILL WITH A BACKHOE IS NEEDED FOR PROPOSED INLET DEVICE. THE GABIONS KEEP SAND OUT OF IRRIGATION SYSTEM

OREGON STATE HIGHWAY DIVISION
BRIDGE SECTION Sheet 1 of 1

IRRIGATION SYSTEM - PROPOSED INLET DEVICE
BOARDMAN SAFETY REST AREA - COLUMBIA RIVER HWY(I-84)
COLUMBIA RIVER - RIVER MILE 265.4

APPROVED: [signature]
BRIDGE ENGINEER

BRIDGE NO. 9476-8
DATE JUNE 8, 1983 DRAWING NO.

DATE: June 13, 1983

TO: Oregon Transportation Commission CON

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
Boardman, Stanfield & Deadmans Pass Safety Rest Areas
Columbia River & Old Oregon Trail Highways, Morrow and Umatilla Counties
Contract No. 9488

This rest area improvement project is nearing completion and it now appears that the final cost will exceed the project authorization by $29,500 or 12.4 percent.

It was not possible to install all the pumping equipment specified under the contract in the existing pump house at the Boardman westbound rest area, so a new pump house was required. Construction of the necessary building added $17,000 to the cost of tne project.

The pumping system failed to operate properly after installation and it was determined that a booster pump assembly was needed to lift water to where the main pumps can distribute it to the sprinkling system. Addition of this pump with panel and accessories added more than $15,500 to the cost of the project.

There are sufficient funds available in the category of work and all the increase is eligible for federal participation.

I recommend that the authorization be increased by $29,500 to a new total of $267,282.50. This matter will be on the consent calendar for the June meeting.

OBJ:HHP:mk ro

bc: Fred Miller
R. W. Gormsen
C. T. Keasey
V. E. Skoog
R. D. Hector
George Bell

r11

OSHD (Coulter)

Region (HCM-010)

STATE COPY

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINSTRATION

INITIAL REPORT

RECEIVED
STATE HWY ENGR
JUN 22 '83

REGION NO.	REPORT NO.	COUNTY	DIVISION
10	1	Morrow & Umatilla	Oregon

DATE OF INSPECTION	INSPECTION MADE BY	PROJECT NO.
5/23/83	David B. Carter, Area Engineer	IR-84-5(2)159

REFER TO
Keasey
FOR

Info	Inves	R/D	D R	Sign	Act	File

IN COMPANY WITH

Mike Gardner, Project Manager, OSHD

LOCATION

Boardman, Stanfield and Deadmans Pass Safety Rest Areas on I-84.

NOTED
W. E. SCHWARTZ

CONTRACTOR NAME AND ADDRESS

Aichele Landscaping, Inc., 11360 SE Stevens Road, Portland, OR 97266

AWARD DATE	CONTRACT AMOUNT	TIME ALLOWED	TIME STARTED	WORK STARTED
6/7/82	$199,000	120 C D	6/21/82	6/21/82

QUALITY OF WORK	PROGRESS OF WORK	TIME ELAPSED	WORK COMPLETED
Satisfactory	Satisfactory	118%	95%

REMARKS

BOARDMAN, STANFIELD & DEADMANS PASS SAFETY REST AREAS
COLUMBIA RIVER & OLD OREGON TRAIL HIGHWAYS
MORROW & UMATILLA COUNTIES
Building Improvements & Irrigation System

This project provides for improvements for handicapped access at all three rest stops and irrigation and landscape imrpovements at the Boardman Rest Area.

This project is nearly complete. The seed and sod areas are in the establishment period and are being cared for by the contractor.

Price Agreement No. 2 for $17,000 provided for the construction of a pump house at the Boardman Rest Area. The original plans called for the contractor to install the irrigation pumping system in the existing pump house. However, it was later found that the necessary equipment would not fit into the existing building. Analysis indicated that it would be more economical to construct a separate building to house the new equipment rather than modify and enlarge the existing building.

Price Agreement No. 6 for $15,533.54 provided for the installation of a booster pump for the irrigation system. The irrigation system was built as designed. However, the booster pump was required to amintain adequate pressure.

The main irrigation system for the Boardman Rest Area comes from the Columbia River Pool. The pool has considerable fluctuation

which can leave the irrigation inlet out of the water and can also cause silting and plugging of the inlet suction. Some protection of the inlet is being considered. In addition a backup system is being considered to provide irrigation capabilitites during low pool levels. The backup system will draw water from an agricultural irrigation ditch which passes adjacent to the rest area. An adequate irrigation supply should be available between the two sources.

The project authorization is $237,782.50. The estimated cost of the completed project exclusive of engineering is $224,984. The cost of engineering to date (June 11, 1983) is $28,410.06.

The estimated cost of the project to date is $243,394.06.

The project progress has been listed as satisfactory as the additional work done will probably provide sufficent time to complete the work within any adjusted contract time.

Project personnel indicated that the materials incorporated into the work are in substantial compliance with contract requirements.

14.1

STATE OF OREGON
Highway Construction 378-6318

INTEROFFICE MEMO
FILE: CON 5

TO: W. E. Schwartz, P.E., P.L.S.
Ass't. State Highway Engineer

DATE: May 12, 1983

FROM: for O. B. Jackmond, P.E., P.L.S.
Contract Administration Engineer

NOTED
H.S.COULTER

SUBJECT: Request for Increase in Project Authorization
Boardman, Stanfield & Deadmans Pass Safety Rest Areas
Columbia River & Old Oregon Trail Highways, Morrow and Umatilla Counties
Contract No. 9488

This rest area improvement project is nearing completion and it now appears that the final cost will exceed the project authorization by $29,500.00 or 12.4 percent.

It was not possible to install all the pumping equipment specified under the contract in the existing pump house at the Boardman westbound rest area, so a new pump house was required. Construction of the necessary building added $17,000 to the cost of the project.

The pumping system failed to operate properly after installation and it was determined that a booster pump assembly was needed to lift water to where the main pumps can distribute it to the sprinkling system. Addition of this pump with panel and accessories added more than $15,500.00 to the cost of the project.

There are sufficient funds available in the category of work and all the increase is eligible for federal participation.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $29,500.00. Also attached is a copy of the Expected Overrun of Project Authorization form.

OBJ:HHP:mk

Attach.

cc: R. D. Hector
M. J. Gardner
R. D. Church
D. E. Swan

NOTED
W. E. SCHWARTZ

O.K.-WES

RECEIVED
STATE HWY ENGR
JUN 6 '83
REFER TO
FOR
Info | Inves | R/D | D R | Sign | Act | File

81-125-1387

CL 83-77

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
MORNA PHILLIS

May 6, 1983

IN REPLY REFER TO
FILE NO.. CON 5
#9488

RECEIVED
MAY
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Ackerman Roofing
Route 3, Box 3864
Hermiston, OR 97838

Gentlemen:

This will acknowledge your letter of April 11, 1983, filing a claim against the following Highway Division contract:

FILED BY:	Ackerman Roofing
AMOUNT:	$450 5-13-83 BK
FOR:	Roofing Work
AGAINST (Prime contractor)	Aichele Landscaping, Inc.
CONTRACT NO:	9488
PROJECT:	Work in Boardman Safety Rest Area
SURETY:	United Pacific Insurance Co.
AGENT:	Sauer & Carpenter Co.

We will advise the surety and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

cc: Aichele Landscaping, Inc.
11360 SE Stevens Road
Portland, OR 97266

United Pacific Ins. Co.
33405-8th Ave., S. C-3000
Federal Way, WA 98003

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

Ackerman Roofing
Rt. 3 Box 3564
Hermiston, Oregon
April 11, 1983

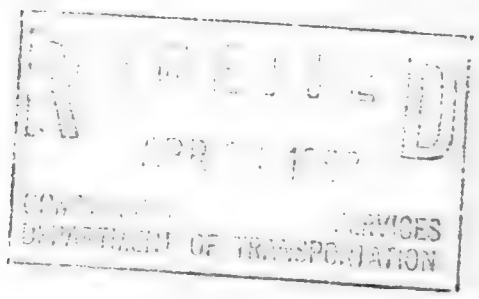
Dear Mr. Hansen

This letter is in regards to Contract No 9955. We were authorized around the 1st of November to do roofing work on a rest area near Pilot Rock, Oregon. We completed the work as specified around the 15th of November, and as of now, are both not been paid.

Thank you for your immediate attention in this matter.

$450.00

Sincerely Yours
Leonard L. Ackerman
Ackerman Roofing
567-6950



files

SCHWAB & HILTON
ATTORNEYS AT LAW
1200 OREGON NATIONAL BUILDING
610 S. W. ALDER STREET
PORTLAND, OREGON 97205
TELEPHONE (503) 226-2926

DWIGHT L. SCHWAB
FRANK H. HILTON, JR.
CHARLES SCOTT HOWARD
S. CARY SAHM

DENTON G. BURDICK, JR.
(1916-1980)

April 19, 1983

Pat Aldrich Construction
62335 Deertrail Road
Bend, Oregon 97701

Gentlemen:

Re: Mercer Industries, Inc. v. Pat Aldrich Construction and United Pacific Insurance Co.

On December 27, 1982 Mercer Industries gave notice that it had supplied you with materials for work on the Boardman Stanfield Deadman's Pass Safety Rest Areas in Morrow and Umatilla Counties, Contract No. 9488. There is now due, owing and unpaid the sum of $3,501.48, together with interest of $284.87. If payment is not received within 10 days I have been instructed to file an action on the general contractor's bond to collect this amount due.

By copy of this letter, demand is made upon United Pacific Insurance Co. for payment of this amount.

Yours very truly,

Scott Howard
SCHWAB & HILTON

claim already filed on 1-6-83 for $3,501.48 - file action on 1-21-83

SH/jls

cc: United Pacific Insurance Co.
33405 8th Avenue South C-3000
Federal Way, Washington 98003

cc: Sauer & Carpenter Co.
610 Mayer Building
Portland, Oregon 97205

cc: Mr. Robert W. Gormsen, Commission Services
Department of Transportation
Transportation Building
Salem, Oregon 97310

cc: Mr. Charles R. Speight, Corporate Counsel
Mercer Industries, Inc.

RECEIVED
APR 21 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

no resp. rec.

to. AICHLE BEN FOX LANDSCAPING

4-12-83 file

Contract 9488

dear mr. Fox

As you already know the agrement between mr. Aldrich and my self was not done on pay roll but it was done with the agrement for 800.00 for the total labor on my part of the job . IDO NOT HAVE A LICENCE AND WAS NOT ASKED TO PROVIDE ONE . Buy mr. aldrich.In my conversation with mr.Robert W. Gormsen i was told by him that i do not have to take payroll if I do not want to and that you should pay the way Aldrich made arangements to pay me. My tax number is my social security # whitch is 540-66-5320 you may refer to this # when filling out your papers. also inclosed is a bill to you for your records

TOTAL DUE IS . $800.00

I EXPECT PAYMENT IMEADETLY SINCE THIS ACCOUNT IS (9 months past due) other wise i will be forced to continue my procedings with the state against your bond.

sincerly,

Mike Curry

MIKE CURRY

MIKE CURRY
PO. BOX 702
milton frewater Oregon
97862

938-6685 or 481-9333

Claim already filed on 3-14-83 for $800 by Mr Curry-

Ltr acknr on 3/28/83

No response Nec.

AICHELE - BEN FOX - LANDSCAPING

360 S. E. Stevens Road - Portland, Oregon 97266 Phone 654-8816

April 5, 1983

Michael L. Curry
P. O. Box 70
Burns, Oregon 97720

Reference: Letter received from DEPARTMENT OF TRANSPORTATION - March 29, 1983
Contract No. 2[illegible] -

Dear Mr. Michael Curry:

Pat Zurich Construction contracted you for the sub-contract work, and we will need the following requirements, to be returned to our office.

(1) Name and hours used to be submitted on your pay-roll.
(2) Copy of your business license issued.
(3) I.D. number.

Upon the time of the three items mentioned with-in-thirty (30) days. No payment will be made, until proper paper work is submitted.

Very truly yours,

Lorene L. Aichele

cc: Pat Zurich Construction
[illegible] Deer Trail Rd.
Bend, Oregon 97701

United Pacific Insurance Co.
Bond Department
[illegible] 9th. Ave. So. [illegible]
Federal Way, Washington 9[illegible]

Department of Transportation
Robert H. Normsen, Commission Services
Transportation Building
Salem, Oregon 97310

CL83-54

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

March 28, 1983

Mr. Mike Curry
P.O. Box 337
Boardman, Oregon 97813

CON 5
#9488

IN REPLY REFER TO FILE NO.:

Dear Mr. Curry:

This will acknowledge your letter dated March 14, 1983, filing a claim against the following Highway Division contract:

FILED BY:	Mike Curry
AMOUNT:	$800
AGAINST (Prime contractor)	Aichele Landscaping, Inc. 5-13-83 BC
CONTRACT NO.:	9488
PROJECT:	Boardman, Goodfield and Deadmans Pass Safety Rest Areas, Columbia River Highway and Old Oregon Trail, Morrow and Umatilla County
SURETY:	United Pacific Insurance Co.
AGENT:	Sauer & Carpenter Co.

We will advise the surety and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office (121 Transportation Building, Salem, OR 97310) when your claim has been paid.

Sincerely,

Robert W. Cormsen
COMMISSION SERVICES

cc Aichele Landscaping, Inc.
11360 S.E. Stevens Rd.
Portland, OR 97266

United Pacific Insurance Co.
Bond Department
33405 8th Ave. So. C-3000
Federal Way, WA 98003

bc Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

731-0158

3-14-83

Dear Robert Gormsen;

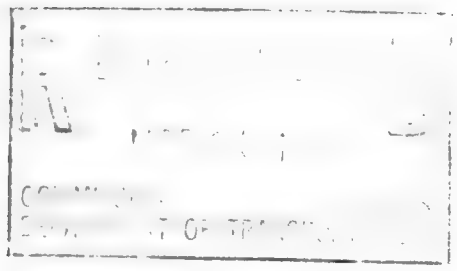
Per our phone conversation on 3-14-83 the events leading up to the reason I must right this letter to you about General Contracter Ben Fox of ARCHCLE LANDSCAPING are as follows.

I was contacted by Pat Aldrich on 8-26-82 and asked if I would do a block job for him, I said yes, and he asked me how much I wanted to lay approxamitly 800 block and showed me the prints, and I told him 800.00 (eight hundred dollars) he said that would be fine and asked me to start as soon as I could, so I started the job on 8-30-82 and finished on 9-9-4-82 and turned my bill into pat on IO-I-82, and some their after on the first of the months but as of this date 3-14 83 I have not recieved any money yet. I would apericate your help in colecting my money from him the contract # is 9408 and the amount he owes me is $800.00 work was done at rest area two miles west of Boardman on hy. 84
I would apericate your quick responce and am thankfull for your help thus far

SCENCERL.

Michael L. Curry Jr.

MIKE CURRY
P.O. BOX 337
BOARDMAN OREGON
97818



CL 8325

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
MAR 1 1983
MORMA E. PAULUS

March 14, 1983

IN REPLY REFER TO
FILE NO.:
CON 5
#9488

Jeffrey C. Pridgeon, Attorney at Law
P.O. Box 1407
Newport, Oregon 97365

Dear Mr. Pridgeon:

This will acknowledge the Notice of Claim addressed to the Secretary of State and the Highway Division on behalf of Yadon Construction Specialties, Inc., concerning the following Highway Division contract:

5-13-83 BL

FILED BY:	Yadon Construction Specialties, Inc.
AMOUNT:	$6,356
FOR:	Materials
AGAINST (Prime contractor)	Aichele Landscaping, Inc.
SUBCONTRACTOR:	Patrick Aldrich Construction
CONTRACT NO.:	9488
PROJECT:	Boardman, Stanfield and Deadmans Pass Safety Rest Areas, Old Oregon Trail, Morrow and Umatilla Counties.
SURETY:	United Pacific Insurance Company
AGENT:	Sauer and Carpenter Co.

We will advise the surety and the prime contractor of the receipt of this claim.

Please advise this office when your client's claim has been paid. Our address is 121 Transportation Building, Salem, OR 97310.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

RECEIVED
MAR 14 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc: Aichele Landscaping, Inc.
11360 SE Stevens Rd.
Portland, OR 97266

United Pacific Insurance Co.
33405 8th Avenue, S., C-3000
Federal Way, WA 98003

bc: Secretary of State
Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

731-0188

To: Norma Paulus
Secretary of State
136 State Capital Building
Salem, OR 97310

And To: Department of Transportation
Highway Division
135 Transportation Building
Salem, OR 97310

NOTICE hereby is given pursuant to ORS 279.526 that the undersigned YADON CONSTRUCTION SPECIALTIES, INC. has a claim for materials furnished to Patrick Aldrich Construction, subcontractor to Aichele Landscaping, Inc. (invoice attached) in the sum of SIX THOUSAND FIVE HUNDRED FIFTY-SIX AND NO/100 DOLLARS ($6556.00) against the bond taken from UNITED PACIFIC RELIANCE INSURANCE and other unknown sureties for the work of supplying materials described in the said invoice, supplied for building improvements to safety rest areas at Boardman, Stanfield and Deadman's Pass in September, 1982.

Cliff Yadon
President,
Yadon Construction Specialties, Inc.

Approved as to form:

Jeffrey C. Prugeon
Of Attorneys for Claimant
P.O. Box 1407
Newport, OR 97365
(503) 265-2216

CERTIFIED
P 203 134 418
MAIL

RECEIVED
COMMISSIONER OF PUBLIC WORKS
DEPARTMENT OF TRANSPORTATION

Yadon Construction Specialties, Inc.
Contractors Number YA-DO-NC-531308

BOX 2672
TERMINAL ANNEX
SPOKANE, WA 99220-2672
AC509 535-0301

INVOICE

No. 7632

DATE 9/7/82

CUSTOMER ORDER NO. 8/11

JOB NO.

SHIPPED TO Stanfield & D/Man
Same - Mark: Rest Areas

SOLD TO Patrick Aldrich Construction
62335 Deer Trail Rd
Bend, Oregon 97701

DATE SHIPPED	SHIPPED VIA	F.O.B.	TERMS
9/2/82	Western/Carloading	Ryder - Ohio to [illegible] Oregon	2% - 10th

QUANTITY ORDERED	QUANTITY SHIPPED	STOCK NUMBER/DESCRIPTION	PRICE		PER	AMOUNT	
		Sanymetal toilet partitions complete				6556	00

1056

RECEIVED
SEP
COMMERCIAL SERVICES
DEPARTMENT OF TRANSPORTATION

14

bc: Secretary of State — Please advise us of the filing number and date of the attached claim on the enclosed copy of this letter. The claim was filed directly with you by the attorney.

January 21, 1983

Schwab & Hilton
Attorneys at Law
610 S.W. Alder Street
Portland, OR 97205

CON 5
#9488

Attention: Scott Howard

Gentlemen:

This will acknowledge your letter of January 6, 1983, addressed to Norma Paulus, Secretary of State, with attached Notice of Bond Claim dated December 27, 1982, from Mercer Industries, Inc. concerning the following Highway Division Contract:

FILED BY:	Mercer Industries, Inc.
AMOUNT:	$3,501.48
FOR:	Materials
FURNISHED TO:	Pat Aldrich Construction
AGAINST (Prime Contractor)	Aichele Landscaping, Inc.
CONTRACT NO.	9488
PROJECT:	Boardman, Stanfield and Deadmans Pass Safety Rest Areas in Morrow and Umatilla Counties
SURETY:	United Pacific Insurance Company
AGENT:	Sauer & Carpenter Co.

We will advise the surety and the prime contractor of the receipt of this claim.

Please advise this office when your client's claim has been paid.

Sincerely,

28 1/21/83

Robert W. Gormsen
COMMISSION SERVICES

FKNjs
cc: Aichele Landscaping, Inc.
11360 S.E. Stevens Road
Portland, OR 97266

United Pacific Insurance Co.
33405 8th Ave. So. C-3000
Federal Way, WA 98003

Sauer & Carpenter Co., 610 Mayer Bldg., Portland, OR 97205

SCHWAB & HILTON
ATTORNEYS AT LAW
1200 OREGON NATIONAL BUILDING
610 S. W. ALDER STREET
PORTLAND, OREGON 97205
TELEPHONE (503) 226-2926

DWIGHT L. SCHWAB
FRANK H. HILTON, JR.
CHARLES SCOTT HOWARD
DAVID A. LORTING

DENTON C. BURDICK, JR.
(1918-1980)

January 6, 1983

CERTIFIED MAIL
Return Receipt Requested

Ms. Norma Paulus
Secretary of State
Salem, Oregon 97310

Re: Boardman Standfield Deadman's Pass Safety Rest Area;
Oregon State Highway Contract No. 9488;
Bond Claim of Mercer Industries, Inc.

Madam Secretary:

Enclosed is a Notice of Bond Claim for filing with reference to the above entitled matter. Would you please acknowledge receipt of this Notice?

Yours very truly,

Scott Howard
SCHWAB & HILTON

SH/bk
enclosure

cc: United Pacific Insurance Co. (CERTIFIED MAIL, Return Receipt Requested)

cc: Aichelle Landscaping, Inc. (CERTIFIED MAIL, Return Receipt Requested)

cc: Pat Aldrich Construction

cc: Oregon State Highway Department

cc: Mercer Industries, Inc.
Attn: Charles R. Speight, Corporate Counsel

RECEIVED
JAN 7 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTICE OF BOND CLAIM

TO: Norma Paulus
Secretary of State
Salem, Oregon 97310

NOTICE HEREBY IS GIVEN that the undersigned, MERCER INDUSTRIES, INC., has a claim for materials furnished to PAT ALDRICH CONSTRUCTION in the sum of $3,501.48 against the bond taken from UNITED PACIFIC INSURANCE CO. as surety, and AICHELLE LANDSCAPING, INC., as principal, Bond No. 45-50-51 for the work to be performed by AICHELLE LANDSCAPING, INC., known as the Boardman Standfield Deadman's Pass Safety Rest Area, Oregon State Highway Contract No. 9488. The material supplied by MERCER INDUSTRIES, INC., consisted of steel reinforcing bar and accessories.

DATED this 27th day of December, 1982.

MERCER INDUSTRIES, INC.

By: Charles R. Speight
Charles R. Speight
Corporate Counsel

RECEIVED
JAN 7 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

January 6, 1983

Construction Industrial Supply, Inc.
P. O. Box 4627
Portland, Oregon 97208

Reference: NOTICE OF CLAIM OREGON STATE HIGHWAY DIVISION CONTRACT NO. 9488

Gentlemen:

Enclosed is a check for the following invoices sold to Pat Aldrich Construction for the above contract.

Invoice number	1620	1,850.00
"	1621	1,985.00
"	1622	1,850.00

Please note the enclosed check no. 5627 paid in full, for a total amount of $5,685.00.

Sorry, for the inconveniency this has caused.

Very truly yours,

AICHELE * BEN TOX * LANDSCAPING

Lorene K. Aichele

cc: Pat Aldrich Construction
62835 Deer Trail Rd.
Bend, Oregon 97701

United Pacific Insurance Company, Bond Department -
33405 8th. Ave. So. C-3000
Federal Way, Washington 98003

Sauer & Carpenter Company
610 Mayer Building
Portland, Oregon 97205

Robert W. Cormsen, Commission Services
121 Transportation Building
Salem, Oregon 97310

CL 83-1

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

VICTOR ATIYEH
GOVERNOR

FILED
JAN 3 1983
NORMA PAULUS
SECRETARY OF STATE

December 28, 1982

IN REPLY REFER TO
FILE NO.:

jp 2/16/83
CON 5
#9488

Construction Industrial Supply, Inc.
P. O. Box 4627
Portland, OR 97208

Attention: William P. Sweet
Credit Manager

Gentlemen:

This will acknowledge the three Notice of Claims dated December 6, 1982, with attached invoices concerning the following Highway Division contract:

FILED BY:	Construction Industrial Supply, Inc.
AMOUNT:	$1,850; $1,985 and $1,850
FOR:	Construction materials
SOLD TO:	Pat Aldrich Construction
AGAINST: (Prime Contractor)	Aichele Landscaping, Inc.
CONTRACT No.	9488
PROJECT:	Building improvements & irrigation system in Boardman, Stanfield and Deadmans Pass Safety Rest Areas, Columbia River Highway and Old Oregon Trail, Morrow and Umatilla Counties
SURETY:	United Pacific Insurance Co.
AGENT:	Sauer and Carpenter Co.

We will advise the surety and the contractor of the receipt of these claims. We will also forward them to the Secretary of State for filing.

Please advise this office (121 Transportation Building, Salem, OR 97310) when your claims have been paid.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

cc: Aichele Landscaping, Inc.
11360 SE Stevens Road
Portland, OR 97266

United Pacific Insurance Co.
Bond Department
33405 8th Ave. So. C-3000
Federal Way, WA 98003

Sauer & Carpenter Co.
610 Mayer Building
Portland, OR 97205

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

RECEIVED
JAN 6 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CIS
CONSTRUCTION
INDUSTRIAL
SUPPLY, INC.

P.O. Box 4627
Portland, Oregon 97208
1-503-238-7210

December 6, 1982

NOTICE

TO: The State Highway Department
Transportation Building
Salem, Oregon 97310

Notice is hereby given that Construction Industrial Supply, Inc., has a claim for construction materials as per the attached photo copy of invoice, supplied at the request of Pat Aldrich Construction, 62335 Deer Trail Road, Bend, Oregon 97701, in the sum of $1850.00 against the bond taken from United Pacific Ins. Co., Bond Department, 33405 Eighth Ave. S., C-3000, Federal Way, Washington 98003. For the work at the Stanfield Rest Area, Contract No. 9488.

Dated this 6th day of December, 1982.

CONSTRUCTION INDUSTRIAL SUPPLY, INC.

William P. Sweet

William P. Sweet
Credit Manager

WPS:mj

NOTED

CIS CONSTRUCTION INDUSTRIAL SUPPLY, INC.

503/238-7210
[redacted]
P.O. Box 4827
Portland, Oregon 97208

INVOICE Nº 1622

CONTRACTORS SPECIALTIES
DCCG 223-02CO-NS-TI-219RC

SOLD TO
Pat Aldrich Construction
62335 Deer Trail Road
Bend, Oregon 97701

SHIP TO
PAT ALDRICH
C/O C.I.S., INC.
2435 S.E. 11TH
PORTLAND, ORE 97214
MARK STANFIELD 283-6424

WRITTEN BY	DATE	CUST. ORDER NO.	CREDIT OK BY	DATE BILLED	SHIP VIA	F.O.B.	SALESMAN
Ray	8-30-82		WS	8-31-82	W/C		PSM

QUAN. ORDERED	DESCRIPTION	QUAN. SHIPPED	PRICE	UNIT	EXTENSION
8	A-54 WHITE WORLD DRYERS.				16.00 00
4	4"x4" GLOSS W SCREWS.				
2	H-42-R-3 GLOSS SAN				250. 00
8/24	BP-2/A-5 W SCREWS				
24/48	TOGGLER TB-1 W SCREWS				

CHECKED BY	FILLED BY	TOTAL		1850. 00

THIS IS YOUR INVOICE - DO NOT DESTROY THANK YOU

NO CLAIMS FOR SHORTAGES ALLOWED UNLESS REPORTED IMMEDIATELY UPON RECEIPT OF SHIPMENT. ALL ORDERS SUBJECT TO ACCEPTANCE OF HEAD OFFICE PORTLAND, OREGON. NO MERCHANDISE CAN BE RETURNED WITHOUT OUR PERMISSION. A 15% RESTOCKING CHARGE WILL BE MADE ON APPROVED RETURNED MERCHANDISE.

1% PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS ANNUAL PERCENTAGE RATE 12%

NET 30 DAYS

CIS
CONSTRUCTION
INDUSTRIAL
SUPPLY, INC.

P.O. Box 4627
Portland, Oregon 97208
1-503-238-7210

December 6, 1982

NOTICE

TO: The State Highway Department
Transportation Building
Salem, Oregon 97310

Notice is hereby given that Construction Industrial Supply, Inc., has a claim for construction materials as per the attached photo copy of invoice, supplied at the request of Pat Aldrich Construction, 62335 Deer Trail Road, Bend, Oregon 97701, in the sum of $1985.00 against the bond taken from United Pacific Ins. Co., Bond Department, 33405 Eighth Ave. S., C-3000, Federal Way, Washington 98003. For the work at the Deadman Pass Rest Area, Contract No. 9488.

Dated this 6th day of December, 1982.

CONSTRUCTION INDUSTRIAL SUPPLY, INC.

William P. Sweet
Credit Manager

WPS:mj

NOTED
F. R. GRIFFIN

CIS CONSTRUCTION INDUSTRIAL SUPPLY, INC.

503/238-7210
[redacted]
P.O. Box 4827
Portland, Oregon 97208

INVOICE Nº 1621

CONTRACTORS SPECIALTIES
~~DCCG 223-02CO-NS-TI-21960~~

SOLD TO
Pat Aldrich Construction
62335 Deer Trail Road
Bend, Oregon 97701

SHIP TO
PAT ALDRICH
% C.I.S. Inc
2435 SE 11TH
PORTLAND, OR 97214
MARK ADAMAN PASS RED ASH

WRITTEN BY	DATE	CUST. ORDER NO.	CREDIT OK BY	DATE BILLED	SHIP VIA	F.O.B.	SALESMAN
BM	8-30-82		WS	8-31-82	W/C		PSM

QUAN. ORDERED	DESCRIPTION	QUAN. SHIPPED	PRICE	UNIT	EXTENSION
5	A-54 WHITE WORLD BUYERS				1600.00
4	4½ x 4½ SIGNS W SCREWS				
8	H-42-R-3 GRAB BAR				
8	B1-2/R-3 W SCREWS				385.00
74	TOGGLER TB-1 W SCREWS				
4	BRICK B-165 16"x20" MIRROR				

CHECKED BY	FILLED BY	TOTAL		1985.00

THIS IS YOUR INVOICE - DO NOT DESTROY THANK YOU

NO CLAIMS FOR SHORTAGES ALLOWED UNLESS REPORTED IMMEDIATELY UPON RECEIPT OF SHIPMENT. ALL ORDERS SUBJECT TO ACCEPTANCE OF HEAD OFFICE PORTLAND, OREGON. NO MERCHANDISE CAN BE RETURNED WITHOUT OUR PERMISSION. A 15% RESTOCKING CHARGE WILL BE MADE ON APPROVED RETURNED MERCHANDISE.

1% PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS. ANNUAL PERCENTAGE RATE 12%

NET 30 DAYS

CONSTRUCTION
INDUSTRIAL
SUPPLY, INC.

P.O. Box 4627
Portland, Oregon 97208
1-503-238-7210

December 6, 1982

NOTICE

TO: The State Highway Department
Transportation Building
Salem, Oregon 97310

Notice is hereby given that Construction Industrial Supply, Inc., has a claim for construction materials as per the attached photo copy of invoice, supplied at the request of Pat Aldrich Construction, 62335 Deer Trail Road, Bend, Oregon 97701, in the sum of $1850.00 against the bond taken from United Pacific Ins. Co., Bond Department, 33405 Eighth Ave. S., C-300, Federal Way, Washington 98003. For the work at the Boardman Rest Area, Contract No. 9488.

Dated this 6th day of December, 1982.

CONSTRUCTION INDUSTRIAL SUPPLY, INC.

William P. Sweet
Credit Manager

WPS:mj

NOTED
F. R. GRIFFIN

CIS CONSTRUCTION INDUSTRIAL SUPPLY, INC.

503/238-7210
[redacted] SE
P.O. Box 4827
Portland, Oregon 97208

INVOICE Nº 1620

CONTRACTORS SPECIALTIES
DECG 223-02CO-NS-TI 210RG

SOLD TO
Pat Aldrich Construction
62335 Deer Trail Road
Bend, Oregon 97701

SHIP TO
PAT ALDRICH
% C.I.S., INC
2435 SE 11TH
PORTLAND, ORE 97214
MARK BOARDMAN, FOREMAN

WRITTEN BY	DATE	CUST. ORDER NO.	CREDIT OK BY	DATE BILLED	SHIP VIA	F.O.B.	SALESMAN
PSM	8-30-82		WS	8-31-82	W/C		PSM

QUAN. ORDERED	DESCRIPTION	QUAN. SHIPPED	PRICE	UNIT	EXTENSION
8	A-54 WHITE WORLD DRYERS				1600.00
4	4'X4' SIGNS W LEGS				50.00
8	H-42-A-3 GRID BAR				
8	BA-2/A-3 W LEGS				
24	TOGGLER TB-1 W SIGNS				

CHECKED BY	FILLED BY	TOTAL		1850.00

THIS IS YOUR INVOICE - DO NOT DESTROY THANK YOU

NO CLAIMS FOR SHORTAGES ALLOWED UNLESS REPORTED IMMEDIATELY UPON RECEIPT OF SHIPMENT. ALL ORDERS SUBJECT TO ACCEPTANCE OF HEAD OFFICE PORTLAND OREGON. NO MERCHANDISE CAN BE RETURNED WITHOUT OUR PERMISSION A 15% RESTOCKING CHARGE WILL BE MADE ON APPROVED RETURNED MERCHANDISE

1% PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS ANNUAL PERCENTAGE RATE 12%

NET 30 DAYS

ROAD DESIGN SECTION DES 16

W. C. Ferguson
Project Manager

June 25, 1982

Merlyn Anderson
Landscape Architect

Contract No. 9488
Prefix 625-1075
Soil Conditioner

The sample sent to this office of soil conditioner from ET Borrego, Inc., is an acceptable product for use as soil conditioner in the sod lawn construction on the Boardman, Stanfield and Deadman's Pass Safety Rest Areas project.

MA:ja

Ferstreg
Anderson
Adams
Olson
Sullivan
Terpin
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Wakerlig
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ROAD DESIGN SECTION
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U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: IR-84-5(2)159

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 10054

2A. COUNTY NAME: Umatilla

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 5/5/82

8. FEDERAL ROUTE NUMBER: Interstate 84

9. STATE ROUTE NUMBER: Primary 2 & 6

10. GENERAL LOCATION:

Boardman, Stanfield and Deadman's Pass Safety Rest Areas

11. GENERAL DESCRIPTION OF WORK

Building improvements and irrigation system

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☒ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☒ OTHER *(Specify)*
  Permit Fees $600
  Railroad Protective Services $9,900

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate.

Mr. Swan's 5/3/82 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $289,355 Federal Funds $266,820.

A signed copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
MAY 17 '82
REFER TO
FOR
Info
R/D

14. DATE: 5/5/82

15. SIGNATURE OF APPROVING OFFICIAL: [signature]

16. TITLE: for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

7147

1-80

ROAD DESIGN 378-6558

J. B. Boyd, Manager
Right of Way Section

July 8, 1980

J. H. Versteeg
Road Design Engineer

File No. 51239
Boardman Safety Rest Area
Columbia River Highway
Morrow County

Attached is a description, an authorization, and prints for the subject project, scheduled for November 20, 1980.

By: ORIGINAL SIGNED BY
W. H. WAKERLIG
W. H. Wakerlig
R/W Description Engineer

WHW:rr
Attachments

cc: Bridge
Attention: J. B. Hansen

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

Salem, Oregon

August 31, 1978

FILE:

FROM: A. D. Olson
Preliminary Design Engineer

TO: E. S. Hunter
Technical Services Engineer

SUBJECT: Boardman Safety Rest Area
I-80N
Morrow County

Vansteeg ✓ | Christensen | George | Olson | Terpin | Sullivan | Scott | Savage

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ENGINEERING SECTION

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Region V has requested a project at the Boardman Rest Area to provide an irrigation water system to replace the existing facility. It is no longer operable due to abandonment of the irrigation canal which was the water source. Also requested is an automatic watering system to replace the present network of quick coupling hose valves. There are two existing wells on the site that are reported to be adequate for the system.

The total project cost is estimated at approximately $60,000. I am advised that there is a good chance that federal funds could be obtained. If this is not the case, Region has considered doing the work with Maintennace forces and betterment funds.

Your concurrence in programming this for federal funds is requested.

ADO:ab

ESH
9-1-78
I'll see at this meeting

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TECHNICAL SERVICES
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FOR
Info | Invest | R/D | D.R | Sign | Act | File

STATE OF OREGON

INTER-OFFICE MEMO

TO: Memo to the File

DATE: June 22, 1978

FROM: Jim S. Hansen
Sanitary and Water Supply Engr.

SUBJECT: Boardman Safety Rest Area

This is in response to Don Stoudenmeyer's (preliminary design) request for a rough preliminary design and estimate for an irrigation system at the subject project for "programming" purposes. The proposed programming effort came as a result of W. G. Anhorn's June 8, 1978 request for Interstate funds to construct an irrigation system.

In 1976 an expansion of the rest area was planned and designed that included a water system improvement, but was dropped due to the financial situation. There are two wells at the rest area. The six inch well at the westbound unit was constructed in 1952 and presently serves both units of the rest area. It apparently has a yield of about 200 gpm. The eight inch well at the eastbound unit was constructed in 1971 and has a yield of about 40 gpm. This well is not presently in use and has been proposed as the water source for the proposed irrigation system.

The existing irrigation system is not operable because the irrigation canal has no water flow and has apparently been abandoned. The only irrigation being performed is that area that can be reached from the toilet buildings with a hose. I presume that this means that the rest of the landscaping will die, and will have to be replaced on this proposed contract. If the lawn is worth saving, I would recommend that a quick solution would be to put a larger pump in the six inch well to serve both domestic and irrigation water needs. A pipe connection would be necessary between the domestic and irrigation lines, with a backflow prevention device added to protect the potable water.

Future irrigation requirements for the eight to eleven acres of landscaping would require about 500,000 gallons per week at an application rate of two inches per week. Applying the water seven days a week and 12 hours a day would demand a flow of 100 gallons per minute. The new well obviously cannot provide this flow rate, so another alternative is required. Alternatives would include providing a 50,000 gallon water storage reservoir (as originally designed), drilling another well, or switching functions of the two existing wells. Considering the need to chlorinate the potable water and the cost of a storage reservoir. I would recommend the last alternative; although a storage reservoir with both wells serving it would be pretty good insurance that water will always be available. A 50,000 gallon wood tank would cost about $25,000.

The components of an irrigation system and the respective cost estimates are as follows:

Water Control and Storage Building (25'x13' block masonry) including utilities	$20,000
Two well pumps, control and chlorination equipment	15,000
Distribution Piping, sprinklers, valves and automatic controllers	Refer to Landscape Section personnel for these estimates
Landscaping	

JSH:sb

cc J. H. Versteeg, Attn. D. N. Stoudenmeyer
W. G. Anhorn
H. W. Oswald

Versteeg
Christensen
George
Olsen
Terpin
Sullivan
Scott
Savage
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FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

FILE:

La Grande, Oregon
June 8, 1978

FROM: W. G. Anhorn
Region 5 Maintenance Engineer

SUBJECT: Boardman Safety Rest Area

TO: J. H. Versteeg, Head
Engineering Section

S A L E M

The subject rest area is in need of an irrigation system and improvements to the water supply system. We were thinking of doing these improvements with maintenance forces and betterment funds when it was suggested by the Maintenance Office that this work should be eligible for Interstate money and could possibly be contracted using minor betterment money for the match.

There was a new well drilled on this site some time back, but it has never been utilized. Our plan was to construct a block water control/storage building over or near the new well. The building would house the pumping and chlorination equipment, and also be used for storage of rest area supplies. After an adequate water supply was assured, we were then going to install an underground irrigation system.

Please consider this as a request to make application for Interstate funds to contract the construction of a water control and storage building and irrigation system for the Boardman Safety Rest Area. If approved, the matching funds needed will be provided from the Region 5 minor betterment budgets.

W. G. Anhorn
Region 5 Maintenance Engineer

WGA:sh

cc R. L. Schroeder
H. W. Oswald

RECEIVED
JUN 12 1978
ENGINEERING SECTION

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Form 81-134-3049X

OREGON STATE
HIGHWAY DIVISION

TABULATION SHEET
SHEET ..... OF ..... SHEETS

Boardman Safety Rest Area

ESTIMATE OF COST

ITEM		UNIT	TOTAL	PRICE	AMOUNT
1/2"	Water PIPE	LIN FT	500	.75	375.00
3/4"	" "	LIN FT	1000	.80	800.00
1"	" "	" "	1000	.90	900.00
1 1/4"	" "		1000	1.10	1100.00
2"	" "		1200	2.00	2400.00
POP-UP Rotary SPRINKLER Head		only	140	60.00	8400.00
1 1/2" Automatic SECTION control valve		only	14	115.00	1610.00
3/4" manual Drain valve		only	1	40.00	40.00
14 Section Automatic Controller		only	1	1500.00	1500.00
Install [illegible] valve [illegible]		per each	40	.10	4.00
		TOTAL			23,525.00

Note:

1. Irrigation Cost = [illegible] material - [illegible] labor
2. [illegible] = [illegible] - 35% labor
3. Irrigation = A section of the [illegible] using Existing pipe.
4. All trees watered at same rate with Pop-UP Rotary Sprinkler Head (14 gal M - 30' Dia.)

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

FILE:

La Grande, Oregon
June 8, 1978

FROM: W. G. Anhorn
Region 5 Maintenance Engineer

SUBJECT: Boardman Safety Rest Area

TO: J. H. Versteeg, Head
Engineering Section

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W. G. Anhorn
Region 5 Maintenance Engineer

WGA:sh

cc R. L. Schroeder
H. W. Oswald

Versteeg
Christensen
Gilstrap
Ellis
Ivan
Jackson
Lott
Savage

RECEIVED
JUN 12 1978
ENGINEERING SECTION

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Boardman Reservoir Area Water Storage System

Ballard, Savage, Ole Anderson wants to use FAI funds to do.

1982 Fariss Rd.-Powell Blvd. 9489
Sec. on FAU 9867 in Gresham. (Grad.,
Paving, Signing, Illum. and Signals)

U.S. Department of Transportation
Federal Highway Administration

STATE COPY
FINAL ACCEPTANCE REPORT

REGION NO.	REPORT NO.	COUNTY	DIVISION
10	2	Multnomah	Oregon

DATE OF REPORT	REPORT MADE BY	PROJECT NO.
5-29-85	T. P. Lowe, Area Engineer	IX-9867(6)

COMPLETION DATE (Actual)	ACCEPTANCE DATE BY CONRTACT AGENCY	TIME ELAPSED	CONTRACT TIME
5-26-83	June 20, 1984	68 %	310 calendar work days

LOCATION

Farris Road, Powell Blvd., Gresham, Unit 2

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)
A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

FARISS ROAD - POWELL BLVD. (GRESHAM, UNIT 2)
Grading, Paving, Signing, Illumination, & Signals

This project provided for the extension of NW Fairview Drive (FAU 9867) from Division Street south to Powell Blvd. This four lane urban arterial section was constructed on new alignment. The work included grading, paving, drainage, signals, and illumination.

The contract allowed 310 calendar work days to complete the work. The contractor used 313 calendar work days. Three days liquidated damages are being charged.

The final cost of $854,117.70 underran the original authorization by 4 percent.

- TPL -

NOTED
W. E. SCHWARTZ

RECEIVED
HWY ENGR
MAY 31 '85
REFER TO
FOR

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE		SIGNATURE	
TITLE: Area Engineer	DATE: 5-29	TITLE: Field Operations Engineer	DATE: MAY 30 '85

FORM FHWA 1446B (Rev. 2-84) PREVIOUS EDITIONS MAY BE USED.

TO BE COMPLETED BY FHWA			
MONTHLY TRANSACTION NUMBER: 8-266	U.S. Department of Transportation **Federal Highway Administration**	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	Form Approved; O M B No. 04-R2089
PROJECT REPORT NUMBER			State: Oregon
MODIFICATION NUMBER: I			County: Multnomah
			Project Number: IX-9867(6)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on June 29 , 1982 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 873,680.00	$ 885,177.00
Federal funds	$ 742,627.00	$ 752,399.00
Other revisions		

This modification is made for the following reasons:

To include increased construction costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 23rd day of August , 19 84 .

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By _____

for Manager, Program Section
(Title)

By For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON AUGUST 16, 1984

FEDERAL AID PROJECT NO. IX-9867(6)

Fariss Rd. - Powell Blvd. (Gresham Unit 2) Section
Gresham City Street
Multnomah County

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE I000
Roadway (Sta. 139+89 to 168+16)

ITEM	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT	
General Excavation (P.A. #6D)	$12.00	--	--	223.10	$ 2,677.20	
PMBB and Class "B" A.C. (P.A. 6G)	$42.00	--	--	210	8,820.00	
				Subtotal	$11,497.20	
				Increase		$ 11,497.20
				Subtotal from Project Agreement Estimate of June 14, 1982		644,088.00
				Subtotal		655,585.20
				Engineering		86,950.80
				Total		$742,536.00

TYPE CODE Y030
Illumination

Total, including Engineering, as on Project Agreement Estimate of June 14, 1982 $ 43,130.00

TYPE CODE Y033
Traffic Signals

Total, including Engineering, as on Project Agreement Estimate of June 14, 1982 $ 99,511.00

Length of Roadway ---------- 0.535 mi.
Cost of roadway per mile ------- $1,389,777.57

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	City Funds
Roadway	$742,536.00	$631,155.00	$111,381.00
Illumination	43,130.00	36,660.00	6,470.00
Traffic Signal	99,511.00	84,584.00	14,927.00
	$885,177.00	$752,399.00	$132,778.00

Group 1: 100%
Contract No. 9489
Prefix: 326-1901B (P.E. Only)
Prefix: 326-1053

WH:me

OMB No. 04-R2089

*TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NO. 7-13	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION **FEDERAL-AID PROJECT AGREEMENT**	State: Oregon County: Multnomah Project No.: IX-9867(6)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

Fariss Rd.-Powell Blvd. (Gresham)

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	5-5-82	0.535
OTHER *(Specify)*		

FUNDS PRO RATA 85.00%

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 873,680.00	$ 742,627.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By K.J. Mochmus

Program Management Engineer
(Title)

XXBy For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

_____
(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Date executed by Division Administrator 6/29/82

Form PR-2 (Rev. 10 75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control

Oregon State Highway Division
Salem, Oregon June 14, 1982

Federal-Aid Project
No. IX-9867(6)

Fariss Rd.-Powell Blvd. (Gresham Unit 2) Sec.
City Street in Gresham
Multnomah County

PROJECT AGREEMENT ESTIMATE

Type Code I000
Roadway (Sta. 139+89 to Sta. 168+16)

Mobilization			All Required	$ 50,000.00
Temporary Protection and Direction of Traffic			All Required	1,500.00
Temporary Signs	226	Sq. Ft.	8.00	1,808.00
Temporary Barricades	16	Each	80.00	1,280.00
Temporary Plastic Safety Markers	8	Each	50.00	400.00
Flagmen	600	Hour	1.00	600.00
Clearing and Grubbing			All Required	10,000.00
Removal of Structures & Obstructions			All Required	1,500.00
General Excavation	13,000	Cu. Yd.	2.00	26,000.00
Extra for Selected Topsoil Material	500	Cu. Yd.	2.00	1,000.00
Trench Excavation	2,750	Cu. Yd.	4.00	11,000.00
Finishing Roadbed and Slopes			All Required	10,000.00
Structure Excavation	350	Cu. Yd.	10.00	3,500.00
Granular Backfill	35	Cu. Yd.	20.00	700.00
Aggregate Base	60	Ton	20.00	1,200.00
Treated Base Mixture	10,700	Ton	9.00	96,300.00
Cement in Treated Base Mixture	590	Ton	80.00	47,200.00
Class "B" Asphalt Concrete Mixture	4,800	Ton	15.00	72,000.00
Asphalt Cement in Mixture	265	Ton	180.00	47,700.00
Asphalt in Tack Coat	4	Ton	250.00	1,000.00
Concrete in Walls and Slabs	150	Cu. Yd.	150.00	22,500.00
Reinforcement in Walls and Slabs	13,300	lbs.	0.50	6,650.00
Three Tube Steel Railing	300	Lin. Ft.	60.00	18,000.00
8-inch Sewer Pipe	40	Lin. Ft.	10.00	400.00
12-inch Sewer Pipe	2,408	Lin. Ft.	12.00	28,896.00
15-inch Sewer Pipe	240	Lin. Ft.	14.00	3,360.00

18-inch Sewer Pipe	294 Lin. Ft.	17.00	4,998.00
24-inch Sewer Pipe	880 Lin. Ft.	25.00	22,000.00
30-inch Sewer Pipe	437 Lin. Ft.	30.00	13,110.00
Extra for Pipe Under Pavement	25 Lin. Ft.	20.00	500.00
Concrete Manholes	16 Each	1,000.00	16,000.00
Concrete Inlets, Type G-1	9 Each	400.00	3,600.00
Concrete Inlets, Type G-2	26 Each	500.00	13,000.00
Concrete Inlets, Type G-2MA	1 Each	600.00	600.00
6-inch Drain Pipe	298 Lin. Ft.	7.00	2,086.00
8-inch Drain Pipe	470 Lin. Ft.	9.00	4,230.00
Filter Fabric	770 Sq. Yd.	2.00	1,540.00
Gravel in Drains	84 Cu. Yd.	18.00	1,512.00
CL-6R Chain Link Fence	60 Lin. Ft.	12.00	720.00
Concrete Walks	4,000 Sq. Yd.	10.00	40,000.00
Concrete Driveways	160 Sq. Yd.	14.00	2,240.00
Concrete Curbs	11,250 Lin. Ft.	3.00	33,750.00
Concrete Islands	470 Lin. Ft.	3.00	1,410.00
Extra for Asphalt Walks	60 Sq. Yd.	10.00	600.00
Drainage Curbs	100 Lin. Ft.	4.00	400.00
Adjusting Manholes	6 Each	200.00	1,200.00
Roadside Seeding and Mulching	1 Acre	1,000.00	1,000.00
Removal of Existing Sign Installation		All Required	300.00
Wood Sign Posts		All Required	1,000.00
Sign Support Footings		All Required	2,000.00
Pipe Sign Posts		All Required	3,000.00
Type "C" and "D" Signs in Place	81 Sq. Ft.	10.00	810.00
Type "EE" Signs in Place	7 Sq. Ft.	12.00	84.00
Type "T" Signs in Place	51 Sq. Ft.	12.00	612.00
Type "U" Signs in Place	86 Sq. Ft.	22.00	1,892.00
Move and Reinstall Existing Signs		All Required	500.00
			$ 639,188.00
<u>Anticipated Items</u>			
Permanent Striping		All Required	$ 3,600.00
On-the-Job Trainees (1,000 hr. X $0.80)		All Required	800.00
Bikeway Striping & Legend		All Required	500.00
			$ 4,900.00
		SUBTOTAL	$ 644,088.00
		Engineering	86,951.00
		TOTAL	$ 731,039.00

Type Code Y030
Illumination

Pole Foundations	All Required	5,000.00
Roadway Lighting Poles and Davit Arms	All Required	18,000.00
Luminaires and Ballasts	All Required	4,000.00
Conduit, Wiring, Lamps, Etc.	All Required	11,000.00
	SUBTOTAL	$ 38,000.00
	Engineering	5,130.00
	TOTAL	$ 43,130.00

Type Code Y033
Traffic Signals

Traffic Signal Installation, Complete	All Required	$ 80,000.00
Fire Pre-emption System, Complete	All Required	5,000.00
		$ 85,000.00

Additional Items

State Furnished Controller Software	All Required	$ 500.00
Signal Controller Testing and Turn-on	All Required	2,175.00
		$ 2,675.00
	Subtotal	$ 87,675.00
	Engineering	11,836.00
	TOTAL	$ 99,511.00

Length of Project ---------- 0.535
Cost of Roadway Per Mile ----------$1,366,428.03

Work Retained in Program Status
(not included in amounts below)

City of Gresham (Water)	All Required	$ 10,000.00

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds (85%)	City Funds (15%)
Roadway	$731,039.00	$621,883.00	$109,656.00
Illumination	43,130.00	36,660.00	6,470.00
Traffic Signal	99,511.00	84,584.00	14,927.00
TOTAL	$873,680.00	$742,627.00	$131,053.00

Group 1 93%; Group 8 7%
Contract No. 9489
Prefix: 326-1901B (P.E. Only)
Prefix: 326-1053

July 16, 1984

R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

CON

Job Closure

In regard to your letter of July 9 and my earlier letter to you regarding final job closure and final contract payments, you may rest assured that I am not assuming that the problem of "contractor tardiness" is simply a contractor problem. I see the problem as a joint responsibility.

Certain records and documentation are, by contract provision, to be furnished by the contractor. As soon as the State's Project Manager discovers that any required records or documentation is missing, he should promptly advise the contractor of the deficiency.

We will continue to try to improve our monitoring efforts. However, contract administration is a two-way street and the State does not, and cannot, assume contractual responsibilities of the contractor.

The total required paperwork to complete and final a highway contract is not simple in my opinion. A rather large volume of documents must be assembled in order to justify the expenditure of public funds. To accomplish this in as short a time period as practical is my goal. To achieve this goal requires the mutual diligence and cooperation of the State and its contractors.

W. E. Schwartz
Assistant State Highway Engineer
for Operations

OBJ:mk sl

bc H. S. Coulter
C. O. Fredrickson
Region Engineers

R.A.Hatch Co.
General Contractors
Post Office Box 6179
Bend, Oregon 97708
(503) 382-8418

RECEIVED
STATE HWY ENGR
JUL 10 '84
REFER TO
FOR
Info | Invest | R/D | D/R | Sign | Act | File

July 9, 1984

W. E. Schwartz
Department of Transportation
Oregon State Highway Division
Transportation Building
Salem, Oregon 97310

Re: Job Closure

Dear Mr. Schwartz,

We sincerely appreciate your positive response to our letter of June 8. We are gratified to see the action you have taken and are confident that it will result in a significant improvement.

Regarding tardiness in completing all contract requirements, we must object to the assumption that this is primarily a contractor problem. The required paperwork is simple in concept if not always so in practice, and I believe we do a good job of supplying it. In our experience the main problem is simply that we do not know when a particular piece of paper is missing from the State's files.

For example, material certifications are supposed to be delivered to State personnel on the job at the time the materials are delivered. Seeing that this occurs is a problem in itself. More importantly for the moment, we know many instances in which certifications were delivered but did not find their way to the State's files. Sometimes we have had to go back to the supplier but generally we have been able to supply copies of our copies. Under field conditions perhaps this is not a great surprise. The point is that if we don't know for six months that something is missing, you can be sure it will be over six months late.

Another significant problem concerns submittals by sub-contractors, in particular certified payrolls and monthly utilization reports (Form 257). With some fifty or sixty sub-contracts in force it is certain that sub-contractors will occasionally be on our jobs without our knowledge. This is especially true when the bulk of their work is done and they might stop by for a day or two or even for an hour and finish off some item. While this might be our responsibility under the contract, as a practical matter we can never be sure that all sub-contractor submittals have been properly made. Again, if the State suspects or knows of such an omission, we would appreciate notification immediately rather than weeks or months later.

Regarding our Fariss Road-Powell Blvd. project, OSHD 9489, which you referred to, our last labor on the project was in April 1983 and the last labor of a sub-contractor which we see recorded was in early May. Any late documents were examples of the problems illustrated above.

We accept and appreciate the spirit of your letter and will be watching the problems closely from our end. We would like to be sure that you are not assuming that the problem of "contractor tardiness" is simply a contractor problem.

Yours truly,

R. A. HATCH CO.

Gerald B. Johnston
VP/Controller

GBJ:df

July 9, 1984

Industrial Indemnity Company
421 SW 6th Avenue
Portland, OR 97204

CON 5
#9489

Gentlemen or Ladies:

On June 26, 1984, we wrote to you concerning release of final payment on Contract No. 9489 awarded to R. A. Hatch Co. for work on the Farlow Road-Powell Blvd. (Gresham, Unit 2) Section of FAU 9867 in Multnomah County.

The total contract amount is $766,704.40 including $1,580.05 for work performed under force account.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

kjn
cc: R. A. Hatch Co.
PO Box 6179
Bend, OR 97708

bc: C. O. Fredrickson
Walt Hart
E. L. Hardt

June 20, 1984

R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

CON

Job Closure and Retainage

In response to your June 8 letter, we are in total agreement that the process of final job closure and final payment needs to be given a good hard look by both contractors and the State. For some time we have been aware of two major areas of delay in closing out contract projects. One area of delay is, as stated in you letter, by the State in completing its review of materials used in the work to assure specification compliance. The other area of delay is due to contractor tardiness in completing all contract requirements, including paperwork. These are usually items such as PR-47, payroll data and/or other required paperwork.

We have taken steps to try to eliminate the first cause of delay. We have delegated the responsibility for material quality assurance to the Region offices and have added one engineering position in each Region to perform this function during the course of construction. The past process was done in Salem after the project was completed. The new procedure will become effective for contracts completed after August 1, 1984. It is our hope and intent to eliminate this area of delay in closing out projects.

The second area of delay is beyond our control. For example, on your Parrish Road-Powell Blvd. project, the on-site construction work was, except for minor cleanup, completed on April 26, 1983. The final cleanup and submittal of all required documents from the contractor was accomplished on November 14, 1983. We anticipate that final payment on this project will be made about July 1, 1984.

It is fairly obvious that both the State and the contractors need to cooperatively speed up the final payment process. Our new materials quality assurance review process should solve part of the delay, and we urge contractors to consider ways and methods of reducing or eliminating their part of the delay.

M. E. Schwartz, P.E.
Assistant State Highway Engineer
for Operations

OBJ:mk sl

bc C. O. Fredrickson
Region Engineers

R.A.Hatch Co.
General Contractors
Post Office Box 6179
Bend, Oregon 97708
(503) 382-8418

RECEIVED
STATE HWY ENGR
JUN 11 '84
REFER TO
Jack Imond
FOR
Info | Invest | R/D | O/K | Sign | Act | File
| | | ✓ | | | | |

CM
6/13
dmf
6/22

June 8, 1984

Mr. Pat Schwartz
System State Highway Engineer
for Operations
Oregon State Highway Division
140 Transportation Building
Salem, Oregon 97310

Re: Job closure and sub-contractor retainage

Dear Pat,

Enclosed is a letter from us to Walts Concrete Company which is self-explanatory.

Our position on retainage is that the State system for retainage reduction, which is appreciated, is a part of the job that we bid on and a part of the conditions under which we bid. The retainage we withhold from our sub-contractors is a matter of protecting ourselves and is a separate matter entirely. We are sensitive to accusations that we are simply trying to use sub-contractors money and I want to assure you that that is not our intent at all.

I have called the Oregon State Highway Division on many occasions checking on the status of our several outstanding jobs. The usual explanation for the long time in closing those jobs, is that the State is way behind in lab reports and final calculations. While this is understandable to a point, it has been quite some time since jobs were closed promptly and we feel there has been plenty of time for coming up with a reasonable way to handle the problem. Most likely and understandably, people in your system are not considering the sub-contractor problem as stated in my letter to Walts Concrete. For the sake of all our sub-contractors as well as for our own interest, we request that we take a hard look at this problem and see if our jobs with the State can be closed in a reasonable length of time.

Thank you for your attention.

Yours truly,

Gerald B. Johnston

GBJ:df

R.A.Hatch Co.
General Contractors
Post Office Box 6179
Bend, Oregon 97708
(503) 382-8418

June 7, 1984

Walts Concrete Company
4105 Jasper Road
Springfield, OR 97477

Re: OSHD Contract 9489
Fariss Road-Powell Blvd., Gresham

Gentlemen:

We have received a copy of your message to the State regarding our retainage payable to you on this job.

We are not saying that we have not been paid, but rather that the job has not been finalled and we have not been paid in full. In accordance with our sub-contract, we will pay you in full when we have been paid in full.

We do not normally pass on reductions in retainage to our sub-contractors, but we are very sympathetic to arguments that we should. Consider these circumstances: we have a $2,000,000 contract with the State, the State holds 5% retainage, or $100,000. They then reduce retainage by three-fourths to $25,000. We write a sub-contract for work on the job amounting to $100,000; that gives us $5,000 retainage on the sub-contractor. If we reduce that by three-fourths, we will be left with $1,250 retainage.

If a problem develops late in the job, it is most likely to involve a single item and a single sub-contractor. All of a sudden the State has $25,000 worth of protection and we have $1,250 retainage. We have been stung a few times by this scenario and we are not about to let it happen again.

We would like nothing better than for the jobs to be finalled quickly, full payment to be received and to be passed on to our sub-contractors. We presently have nine jobs open with the State, only one of which is active. Our last job closing and final receipt took place in February of 1983. We sympathize with your position, but do not feel that there is anything more we can do on our own.

Yours truly,

Gerald B. Johnston

GBJ:df

cc: Robert Gormsen, Department of Transportation
Pat Schwartz, System State Highway Engineer for Operations

C-84-03

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

May 23, 1984

IN REPLY REFER TO
FILE NO.:

Walts Concrete Company
4105 Jasper Road
Springfield, OR 97477

CON 5
#9489

Gentlemen or Ladies:

This will acknowledge your memo of May 9, 1984, with attached invoice. It is my understanding that this information is to be considered a claim against the following Highway Division contract:

FILED BY:	Walts Concrete Company
AMOUNT:	$6,254.27
FOR:	Material
AGAINST (Prime contractor)	R. A. Hatch Company
CONTRACT NO.:	9489
PROJECT:	Farias Road-Powell Boulevard (Gresham, Unit 2) FAU 9367 Multnomah County
SURETY:	Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

We will advise the surety and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

Sincerely,

RECEIVED
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTED ON CARD
5-30-84 kjm

Robert W. Gormsen
COMMISSION SERVICES

cc: Industrial Indemnity Co.
421 SW 6th
Portland, OR 97205
Attn: Bond Department

R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

731-0188

PRODUCT 1073 (NeBS) Inc., Groton Mass. 01471 To Order PHONE TOLL FREE 1+800-225-6380 (Mass 1+800-252-9226) NO CARBON PAPER REQUIRED: Type or w[illegible] original — impression will automatically appear on copies beneath

FROM

WALTS CONCRETE COMPANY
4105 Jasper Road
SPRINGFIELD, OREGON 97477

Phone 746-3673

Message
Reply

DATE: 5-9-84

FILE NO.

ATTENTION: Robert Gormsen

PRIORITY
- ☐ URGENT!
- ☐ SOON AS POSSIBLE
- ☐ NO REPLY NEEDED

Contract #9489

SUBJECT: Bill enclosed for Amount due from R.A. Hatch, since 4-26-84.

TO

Oregon State Highway Dept.
Contract Division
121 Transportation Bldg.
Salem, Ore. 97310

MESSAGE

Mr. Hatch says he hasn't been paid, so he cannot pay us, is this the case?

Please let me know. Would appreciate your help on this.

Thank you.

SIGNED: Viola Langeliers

REPLY

DATE OF REPLY:

REPLY TO

RECEIVED
MAY 11 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

SIGNED:

SENDER: MAIL RECIPIENT WHITE AND PINK SHEETS

RECIPIENT: WRITE REPLY, RETURN WHITE TO SENDER, KEEP THIS PINK COPY.

WALT'S CONCRETE CO.

Springfield, Ore. 97477
Call 746-3673 or 747-3455

To: [illegible]
[illegible]
[illegible]

Inv. # 6176
Job # 1174
Date 4-30-84

Classification of work —
Contract ☐
Sub Contract ☐
P.O. ☐ L.S. ☐ L/M-Force Acct. ☐
Project # 7447 Inverness - Fairview
Location [illegible]

Period from 7-27-83 to 4-30-84
Date Ordered ____ Date Comp. 2-83
Request for Payment ☒
Progress Payment ☐ Estimate # ☐ Final
Full Payment ☐

Contract Change Orders Additional ☐ Deleted ☐ Ordered by ____ Title ____

ITEM	NO.	DESCRIPTION	UNIT	UNIT PRICE					QUANTITY TO DATE	Total earned		PREVIOUS Estimate		AMT. DUE	
	1	[illegible]	SqR	125	30				142.5	17115	45				
	22	Reinforcement [illegible]	Lbs		27				8021	2225	67				
	23	[illegible]	CY	55	16				254.10	140	16				
	32	[illegible]	Ea	340	-				10	3400	-				
	33	[illegible]	Ea	400	-				27	10770	-				
	34	[illegible]	Ea	450	-				1	450	-				
	40	Concrete Spacer	Lin	4	70				409	664	30				
	41	[illegible]	Lin	13	50				147.10	1985	85				
	42	Concrete Curb	LF	2	30				1746.7	3917	41				
	43	Concrete [illegible]	LF	1	50				615.7	2773	65				
	45	[illegible]	LF	3	25										
		[illegible]													
0111		[illegible]	SY	57	-				319	1595	-				

Distribution & Income or Cost

ITEM	CLASSIFICATION	AMT.

Total to Date	124934 41
Amt. Pd.	118700 04
Amt. Retained	
Balance Due	6234 37

MEMO: ____

RECEIVED
MAY 11 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

LILLEGARD & LUUKINEN

ATTORNEYS AT LAW
Suite 503 - Ellendale Plaza
289 E. Ellendale
P.O. Box 194
DALLAS, OREGON 97338

CHRIS L. LILLEGARD, P.C.
CHARLES E. LUUKINEN, P.C.

TELEPHONE
(503) 623-8678

10 October 1983

Hendricks Electric
Deschutes Business Center
Suite 4
20340 Norwood Rd.
Bend, OR 97701

COPY

Re: Oregon State Highway Division
Contracts #9489 and #9456 -
Signals & Control Systems of
Oregon, Inc.

Dear Mr. Hendricks:

Please be advised this office represents Signals & Control Systems of Oregon, Inc., with respect to the above-referenced contracts. As you are well aware, the products provided by Signals & Control Systems have been in place and operating for approximately six months. You are also aware that the terms of your contract with them was that the sums due would be paid within 30 days of the date of shipment to you. There was no agreement whatsoever with respect to any retentions.

Please consider this demand for payment in full of the amount which remains due in the total sum of $1,786.40, within ten (10) days of the date of this letter.

Failure to remit will result in a lawsuit being filed and you will incur the additional trouble and expense of defending yourself in Court. A judgment will be rather simple to obtain and of course then the property of Hendricks Electric will be subject to seizure by the Sheriff to be applied upon the amount of the judgment. To avoid this additional trouble and expense, pay the amount which is long overdue. If we do not hear from you, we will proceed as you have made it necessary.

Very truly yours,

LILLEGARD & LUUKINEN

CHRIS L. LILLEGARD

4-30-83
claims already filed
on these 2 contracts
9456 1,154.65
9489 631.75
1,786.40

CLL:smh
cc: Signals & Control Systems
of Oregon, Inc.
R. A. Hatch Co.
Industrial Indemnity Co.
Dept. of Transportation

RECEIVED
OCT 12 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CL83-206

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

October 6, 1983

IN REPLY REFER TO
FILE NO.
CON 5
#9489 & $9456

Signals & Control Systems of Oregon, Inc.
1935 Davcor Street, S.E.
Salem, OR 97302

Attention: Kevin Kendall

Gentlemen:

This will acknowledge your two letters dated September 30, 1983, filing claims against the following Highway Division contracts:

CONTRACT NO. 9456

FILED BY:	Signals & Control Systems of Oregon, Inc.
FOR:	Labor and materials
AMOUNT:	$1,137.65
AGAINST (Prime contractor):	R. A. Hatch Co.
PROJECT:	Sunset Highway-Walker Road Section, FAU 9043 (NW 185th Avenue), Washington County
SURETY:	Industrial Indemnity Company
AGENT:	Corroon & Black of Oregon

CONTRACT NO. 9489

FILED BY:	Signals & Control Systems of Oregon, Inc.
FOR:	Labor and materials
AMOUNT:	$648.75
AGAINST (Prime contractor):	R. A. Hatch Co.
PROJECT:	Fariss Road-Powell Boulevard (Gresham, Unit 2) Project, FAU 9867, Multnomah County
SURETY:	Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

We will advise the surety and the contractor of the receipt of these claims. We will also forward them to the Secretary of State for filing.

Please advise this office when these claims have been paid.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

cc: R. A. Hatch Co.
P. O. Box 6179
Bend, OR 97708

Industrial Indemnity Company
Attn: Bond Department
421 S.W. 6th Avenue
Portland, OR 97204

bc: Secretary of State - Please acknowledge receipt of the attached two claims on the attached copies of our letter. Individual letters supplied so you can assign two different file numbers since they are on different contracts.

RECEIVED
OCT 20 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Signals & Control Systems of Oregon, Inc.

1935 DAVCOR STREET S.E. • SALEM, OR 97302 • (503) 371-1032

September 30, 1983

Mr. Bob Gormsen
Department of Transportation
Transportation Bldg. #121
Sa'em, Or.97310

Dear Mr. Gormsen, RE: Contract #9489

Per the above contract we are still unpaid in the amount of $648.75 for labor and material.

Sincrely,

Kevin D Kendall

Kevin Kendall
Singals and Control Systems of Oregon, Inc.

RECEIVED
OCT - 3 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

FORM 734-3001

FIELD ENGINEER'S WEEKLY REPORT

OREGON STATE HIGHWAY DIVISION

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: Fariss Rd. - Powell Blvd. (Unit 2, Gresham)		WEEK ENDING: June 18, 1983
		SECTION PREFIX: 326-1053
HIGHWAY: FAU 9867		COUNTY: Multnomah
NAME OF JOB	KIND OF WORK: Grading, Paving, Signing, and Signals	
CONTRACTOR: R. A. Hatch Co.	CONTRACT NUMBER: 9489	FEDERAL AID PROJECT NUMBER: IX-9867(6)
DATE OF CONTRACT: 6-4-82	DATE WORK STARTED: 7-1-82	ESTIMATED COMPLETION DATE
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN 0 SUPERVISION 0	SPECIFIED WORK DAYS / SPECIFIED CALENDAR DAYS: 310 CWD	WORK DAYS USED / CALENDAR DAYS USED: 213
	SPECIFIED COMPLETION DATE	PERCENT OF TIME ELAPSED: 69
PROJECT AUTHORIZATION: $ 893,061.13		PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
EXCLUSIVE OF ENGINEERING: $ 822,245.71	ENGINEERING AUTHORIZATION: $ 70,815.42	
ESTIMATED COST OF COMPLETED PROJECT EXCLUSIVE OF ENGINEERING: $ 791,262.27	ENGINEERING COST TO DATE: $ 73,100.00	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100
ESTIMATED PERCENT UNDERRUN: 4 %	PERCENT OF AUTHORIZATION: 103 %	DATE PROJECT WAS COMPLETED: 4/26/83

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE. MAT'L. PROD.	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
			Gen. Exc.	C.T.B.			

MILES PROJECT			
MILES PARTIALLY COMPLETED			
MILES COMPLETED			
TOTAL ESTIMATED QUANTITIES (CONTRACT)	13,000 CY	10,700 T	4,800 T
TOTAL QUANTITIES CORRECTED TO DATE	8,958 CY	10,972 T	4,777
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	8,958 CY	10,972 T	4,777
AVERAGE DAILY QUANTITIES			
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME			
NUMBER OF SHIFTS PER DAY			
HOURS PER SHIFT			

EQUIPMENT USED DURING THE WEEK

None

ESTIMATED PERCENT COMPLETE STRUCTURES)

BRIDGE NO

PERCENT

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
DAY	Cloudy	0		
MONDAY	Clear	0		
TUESDAY	Fair	0		
WEDNESDAY	Showers	0		
THURSDAY	Cloudy	0		
FRIDAY	Rain	0		
SATURDAY		0		

RECEIVED
JUN 20 1983
CONSTRUCTION SECTION

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	No activity 6-12 to 6-18-83
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

SUMMARY: Office working on semi-final

SIGNED Gary Kennen LOCATION Portland

Gary Kennen, Project Manager

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED SUBMIT 3 COPIES

FORM 734-0001

FIELD ENGINEER'S WEEKLY REPORT

OREGON STATE HIGHWAY DIVISION

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

	SECTION: Fariss Rd.--Powell Blvd. (Unit 2, Gresham)	WEEK ENDING: 10 June 1983
		SECTION PREFIX: 326-1053
	HIGHWAY: FAU 9867	COUNTY: Multnomah
NAME OF JOB:	KIND OF WORK: [illegible]	
CONTRACTOR: [illegible]	CONTRACT NUMBER: [illegible]	FEDERAL AID PROJECT NUMBER: [illegible]
DATE OF CONTRACT: [illegible]	DATE WORK STARTED: [illegible]	ESTIMATED COMPLETION DATE:
AVERAGE FORCE ON PROJECT FOR THE WEEK	SPECIFIED WORK DAYS:	WORK DAYS USED:
MEN: [illegible] SUPERVISION:	SPECIFIED CALENDAR DAYS:	CALENDAR DAYS USED: 213
	SPECIFIED COMPLETION DATE:	PERCENT OF TIME ELAPSED: 59
PROJECT AUTHORIZATION: $ [illegible]		SPECIFIED CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
EXCLUSIVE OF ENGINEERING: $ [illegible]	ENGINEERING AUTHORIZATION: [illegible]	
ESTIMATED COST OF COMPLETED PROJECT EXCLUSIVE OF ENGINEERING: $ [illegible]	ENGINEERING COST TO DATE: [illegible]	COST OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100
ESTIMATED PERCENT OVERRUN UNDERRUN: [illegible]	PERCENT OF AUTHORIZATION: [illegible] %	DATE PROJECT WAS COMPLETED: [illegible]

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND CRUSHED GRAVEL	MAT'L PROD.

	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING

ITEMS IN PROJECT	
ITEMS PARTIALLY COMPLETED	
ITEMS COMPLETED	
TOTAL ESTIMATED QUANTITIES CONTRACT	4,300 Ton
TOTAL QUANTITIES CORRECTED TO DATE	4,777
ESTIMATED QUANTITIES MOVED TO PLACE TO DATE	4,777
AVERAGE DAILY QUANTITIES	
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE ON TIME	
NUMBER OF SHIFTS PER DAY	
HOURS PER SHIFT	
EQUIPMENT USED DURING THE WEEK	

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.

PERCENT

	WEATHER	WORK DAYS OR HOURS WORKED EACH DAY	CAUSE OF DELAY	
SUNDAY	Clear			
MONDAY	[illegible]			
TUESDAY	[illegible]			
WEDNESDAY	[illegible]			
THURSDAY	[illegible]			
FRIDAY	Rain			
SATURDAY				

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	No activity 6-5-83 to 6-10-83
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

SUMMARY: Office working on semi-final

Survey crew working on completed setting monuments

SIGNED Gary Kennen LOCATION Portland

Gary Kennen, Proj. Mgr.

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SUGGESTED DRAFT FOR SANDRA McINTYRE'S SIGNATURE
December 7, 1982

ENV-6

Mrs. Rosa C. Hill
20 NW. Sieret Avenue
Gresham, OR 97030

Your letter touches on a problem that is frequently raised by citizens who reside next to busy roadways and intersections--air quality.

I am sure you are aware of the City of Gresham's proposed project to construct a new "connector" roadway extending from Fariss Road south to Johnson Creek along the approximate alignments of 221st and 223d Avenues. This new roadway will create a new signalized intersection where it crosses Powell Boulevard at a point between Ava Avenue and your street, Sieret Avenue. Widening Powell is necessary to permit the signalized intersection to operate acceptably.

Automobile emission levels generally increase as traffic congestion increases. Given that the City's new "connector" roadway would be in place whether Powell is improved or not, widening Powell to provide additional lanes through the signalized intersection will result in less congestion and better localized air quality conditions than if no capacity improvements were made. This does not mean that you should expect improved air quality conditions over what you are experiencing today. The addition of the new intersection on Powell Boulevard and the overall anticipated growth of traffic in your area is expected to result in a small increase in

emission levels. However, according to the Final Environmental Impact Statement for the City's new connector project, there are no violations of state or federal air quality standards predicted to occur.

I hope the above information is useful to you in evaluating your future circumstances.

Sincerely,

Sandra McIntyre
Deputy Citizens' Representative

bc Fred D. Miller

bc H. S. Coulter
E. L. Hardt

ELH:cp fn

STATE OF OREGON
OFFICE OF THE GOVERNOR
MBUDSMAN INFORMATION SHEE
STATE CAPITOL
SALEM, OREGON, 97310

CASE NO.

NCY: DEPARTMENT OF TRANSPORTATION	DATE OF INQUIRY: November 5, 1982
TAKEN BY: Sandra McIntyre	ASSIGNED TO: Fred Miller, Director
NAME OF INQUIRER: Mrs. Rosa C. Hill	[XX] WRITTEN [ ] PHONE CALL
ADDRESS: 20 N.W. Sleret Avenue	[ ] VISIT
CITY: Gresham, OR 97030	PHONE: RESIDENCE BUSINESS

[XX] COMPLAINT [ ] SERVICE [ ] NO JURISDICTION

[ ] INFORMATION [ ] REFERRED [ ] NO JURISDICTION BUT ASSISTANCE PROVIDED

SUBSTANCE OF INQUIRY OR COMPLAINT

(SEE LETTER ATTACHED)

[ ] INVESTIGATE & ACKNOWLEDGE STATING OMBUDSMAN REFERRED INQUIRY TO YOU. SEND COPY TO THIS OFFICE.

Sandra McIntyre's

[XX] DRAFT REPLY SUITABLE FOR ~~XXXXXXXXXX~~ SIGNATURE.

[ ] INVESTIGATE & FURNISH THIS OFFICE WITH NECESSARY INFORMATION TO RESPOND TO INQUIRY.

[ ] FOR YOUR INFORMATION.

COMMENTS & RECOMMENDATIONS

NOTED
W. E. SCHWARTZ

Ed Hardt

RECEIVED
STATE HWY ENGR
NOV 22 '82
REFER TO
FOR
Info | Invest | R/D | D/R | Sign | Act | File

RECEIVED
DOT DIRECTOR
NOV 22 '82
REFER TO
FOR
Info | Invest | R/D | D/R | Sign | Act | File
X

ENATOR BOB PACKWOOD
1220 S.W. Third
Portland, Oregon 97204

20 N.W. Sleret Avenue
Gresham, Oregon 97030
October 15th 1982

Dear Senator Packwood;

I know you are a very busy man, but will you please have a heart and listen to my plea, I dont know any one better to ask for help than you.

I moved to Gresham Oregon two years ago and bought the home I now live in to care for two Senior Citizens,which neither one wanted to go into a Nursing Home, Now my Senior gentleman is very ill suffering with Emphysema of the lungs and a paralized muscle in the bladder.

Here is my problem, the Oregon State Highway wants to take seven and a half feet of my property which will put me so very close on the highway, My Senior with Emphysama has some trouble breathing as is with the exhaust fumes from the cars,now with seven and onehalf feet closer on the highway it will be disastrous to him.

I am a Senior widow in my seventhyfifth year, I am not able to sell and start all over in another location.

Will you please help me Senator, I will be ever so greatful to you.

Sincerely

Mrs. Rosa C. Hill

ROAD DESIGN SECTION

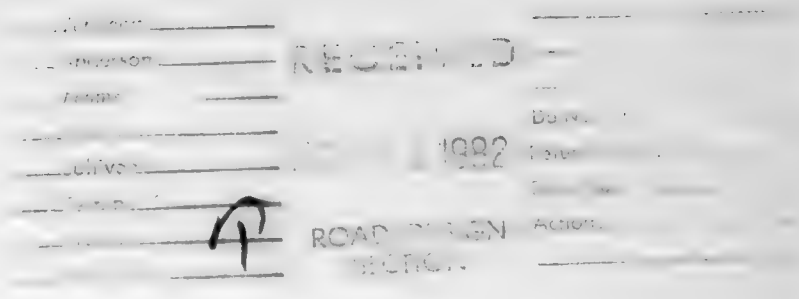
DES 16

October 29, 1982

W. E. Hoffman
Project Manager

Donald R. Adams, P.E.
Final Design Engineer

Sign Shop Drawings
Fariss Road-Powell Boulevard
(Gresham, Unit 2) Section
FAU 9867
Multnomah County
Contract No. 9489



Attached are three sets of approved drawings for the Type "U" signs on the above-named project.

One set should be retained by you for field inspection purposes; one set forwarded to Don Wackerbarth's office for shop inspection of the signs; and one set sent to Traffic Safety Supply Company for sign fabrication.

COT:ja

Attachments

cc C. T. Keasey
E. L. Hardt
W. G. Beard

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.	IX-9867(4)
2. STATE PROJECT NO.	See below
3. FROM	Dale E. Wilken, Division Administrator
4. PROGRAM NO.	
5. ITEM NO.	71444
2A. COUNTY NAME	Multnomah

6. TO

Mr. H. S. Coulter
State Highway Engineer
Oregon State Highway Division
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
8/10/82	FAU 9867	City Street

10. GENERAL LOCATION:

Fariss Road - Powell Blvd. (Gresham) Section

11. GENERAL DESCRIPTION OF WORK

Right-of-Way

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- [ ] PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- [ ] PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- [xx] ACQUISITION OF RIGHT-OF-WAY
- [ ] CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- [ ] CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [ ] OTHER *(Specify)*

13. REMARKS

As requested by Mr. Swan's letter of 8-3-82, you are authorized to proceed with the actual acquisition of files 52637, 52638, 52639, 52640, and 52641 as shown on R/W map 9B-19-24 at a TEC of $39,000 - Federal funds $33,150.

When work on these parcels are added to contract 9489, Project IX-9867(6) by price agreement, a right-of-way certification must be furnished prior to execution of that agreement.

RECEIVED
STATE HWY ENGR
AUG 16 '82
REFER TO
FOR
Info | Invest | R/D | D R | Sign | Act | File

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
8-10-82	G K Hansmer	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

STATE OF OREGON
HIGHWAY DIVISION - ODOT

INTEROFFICE MEMO
LOC 3

TO: F I L E

DATE: May 12, 1982

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Footpaths and Bicycle Trails
May 27, 1982 Bid Letting

This is an informational report to document the Highway Division's action taken with regard to establishing footpaths and bicycle trails as set forth in ORS 366.514. Bids will be opened May 27, 1982 on the following projects:

1. Coos Bay/Roseburg Highway @ 10th Street (Coquille)
   Coos Bay/Roseburg Highway, Coos County
   Traffic Signals

   Sidewalk ramps and pedestrian signals to be installed as part of this project.

2. Ukiah Rock Production
   Pendleton-John Day Highway, Umatilla County
   Aggregate Crushing

   Footpaths or bicycle trails are not incorporated in this project as no new highway construction, reconstruction or relocation is involved.

3. Ochoco Creek-Barnes Butte Road (Prineville)
   Ochoco Highway, Crook County
   Grading and Paving

   Bikeway project. Existing highway will be widened for six-foot shoulder bike lanes.

4. Port Orford-Cape Sebastian
   Oregon Coast Highway, Curry County
   Grading and Paving

   Bikeway and guard rail project. Shoulders on certain units will be widened to provide four- to six-foot shoulder bike lanes.

5. Hudson Slough Bridge
Smith River Road, Douglas County
Grading, Paving and Structure

Twelve-foot lanes with four-foot shoulders available on roadway and structure

Footpaths and bicycle trails will not be established under this project as per ORS Chapter 366, Section 2, subsection 2(c), which states, "footpaths and trails are not required to be established . . . where sparsity of population, other available ways or other factors indicate an absence of any need for such paths and trails."

6. Juniper Canyon Bridge
John Day Highway, Gilliam County
Grading, Paving and Structure

Twelve-foot lanes with four-foot shoulders available on roadway and structure.

Same as No. 5.

7. Valley of the Rogue State Park, Suncrest and Siskiyou Safety Rest Areas
Building Construction

Same as No. 2.

8. South Santiam River (Sweet Home) Bridge
Pleasant Valley Road, Linn County
Grading, Paving and Structure

Twelve-foot lanes with six-foot shoulders available on roadway and structure.

Same as No. 5.

9. Vail Creek-Nylund Road
Santiam Highway, Linn County
Grading and Paving

Multi-lane with eight-foot shoulders. To be striped and signed for shoulder bike lanes.

10. Chemawa Road-Greenwood Drive
N. River Road, Marion County
Grading and Paving

Multi-lane with five-foot, six-inch sidewalks with curb ramps for bicycle and pedestrian use.

11. Bombing Range Road-Butter Creek (Unit 2)
Lexington-Echo Highway, Morrow County
Grading, Paving and Structures

Twelve-foot lanes with two- to four-foot shoulders available. Structure roadway widths are thirty-one feet, six inches.

Same as No. 5.

12. Boardman, Stanfield and Deadmans Pass
Safety Rest Areas
Columbia River and Old Oregon Highways
Morrow and Umatilla Counties
Building Alteration

Same as No. 2.

13. Farris Road-Powell Boulevard (Gresham, Unit 2)
FAU 9867, Multnomah County
Grading and Paving

Multi-lane with four-foot shoulder bikeway lanes and six-foot sidewalks with curb ramps.

14. I-5 Freeway-N. Greeley Avenue (Portland)
N. Going Street, Multnomah County
Sound Barrier, Bicycle/Pedestrian Path and Landscaping

An independent eight-foot bikepath/sidewalk, sidewalks and curb ramps will be constructed under this contract.

RPS:ge

cc E. S. Hunter
D. G. Talbot
L. E. George
F. E. Terpin
George Bell
Don Harwell

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: IX-9867(6)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 71444

2A. COUNTY NAME: Multnomah

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
5/12/82	FAU 9867	City Street

10. GENERAL LOCATION:

Fariss Road - Powell Blvd. (Gresham, Unit #2)

11. GENERAL DESCRIPTION OF WORK

Utility adjustment

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☒ OTHER *(Specify)* Utility adjustment

13. REMARKS

As requested in Mr. Swan's letter of 4/28/82 you are now authorized to proceed with the actual adjustments of the City of Gresham's water lines. Reimbursement on a lump sum basis of $7,016.30 Federal Funds $5,963.85 is approved.

I approve the agreement with the City of Gresham.

Approval and participation for the eligible portion of the work authorized above is subject to the provisions of the Federal aid Program Manual.

RECEIVED
STATE HWY ENGR
MAY 14 '82
REFER TO
FOR

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	TITLE
5/12/82	G. K. Swan	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: IX-9867(6)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 71444

2A. COUNTY NAME: Multnomah

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
5/5/82	FAU 9867	City Street

10. GENERAL LOCATION:

Fariss Road - Powell Blvd. (Gresham) Unit #2

11. GENERAL DESCRIPTION OF WORK

Grade, drain, high type pavement and traffic signals

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- [ ] PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- [ ] PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- [ ] ACQUISITION OF RIGHT-OF-WAY
- [XX] CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- [ ] CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- [XX] OTHER *(Specify)*

Permanent Striping S.F. $3,600
Bikeway Striping & Legend S.F. $500
on the job Training $800
State Furnished Controller Software $500
Signal Controller Testing & Turn on $2,175

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate.

Mr. Swan's 5/3/82 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $1,043,318 Federal Funds $886,818.

A signed copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
MAY 14 '82
REFER TO
Mochizuna
FOR
Info | Insp | F/O | D R | Sign | Act | File

14. DATE	15. SIGNATURE OF APPROVING FEDERAL OFFICIAL	TITLE
5/5/82	G K Hoesmer	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-8226
Date: April 7, 1982

TO: DONALD R. ADAMS
Final Design Engineer

File No: 226-1905

FROM: JAMES D. McCLURE
Project Development Manager

SUBJECT: Fariss Road-Powell Blvd.
Unit 2

REFERRED TO
Stoudonmayer
Mann
Watson
Dorn Lau
Do File Due
FINAL DESIGN ENGINEER

In February, the City of Gresham contacted our office and informed us of their wish to install a 16-inch watermain within the roadbed of their project. The City requested a 30-day period for installation of the main after the project was graded to subgrade and before rock was placed to accomplish their work. This was not intended to deny this area to our contractor, only to allow the City's contractor to work on the grade in a cooperative manner between them.

Today, General Telephone Company has submitted a similar request. Attached you will find a copy of their letter.

We feel there would be a substantial saving of money to the City on their project and recommend some type of language be included in the special provisions to allow this method of construction. Additionally, if the 30 days timeframe is mentioned in the specials, we could avoid claims from our contractor on these issues.

I have discussed this with Jack Sullivan and he feels the appropriate language can be worked out.

po

cc: Edward L. Hardt
Bill Hoffman
Curtis H. Duval
Gary G. Kennen
Jack Sullivan

Attachment

Don,
advised the City of 30 day period.
This includes 16" water main.
Ed

General Telephone Company
of the Northwest, Inc.

265 N.E. 2nd, P.O. Box 31
Gresham, Oregon 97030

April 7, 1982

Gary Kennon
State of Oregon
Department of Transportation
5821 N.E. Glisan
Portland, Oregon 97213

Dear Mr. Kennon:

MANHOLE AND CONDUIT PLACEMENT 221ST - 223RD ROAD PROJECT W.O. #538-7839881

Enclosed are three (3) sets of preliminary prints of our work order, showing proposed manhole and conduit placement on 221st - 223rd Road north side of Division Street to West Powell Blvd.

GTE requests that a provision in the general contract specifications be provided to allow us to place our proposed conduit facilities after the road subgrade has been established. This will allow us to place our conduit run on a proper grade between manholes.

Estimated time to place these facilities is thirty (30) work days.

Should you have any questions, please call Bill Chism at 667-9784.

Very truly yours,

J. M. Bolton
Division Engineering & Construction Supervisor

Enclosures

An Equal Opportunity Employer
A subsidiary of General Telephone & Electronics

STATE OF OREGON

ROAD DESIGN SECTION

INTEROFFICE MEMO
DES 16

TO: MEMO TO THE FILE

DATE: April 6, 1982

FROM: Donald R. Adams
Final Design Engineer

Versteeg ✓
Anderson

SUBJECT: Drainage
Farris Rd.-Powell Blvd. Gresham Unit 2
Multnomah County
3261901

The City of Gresham requested the 30-inch storm sewer pipe from station 139+95 to 144+40 be increased to 36 inches. They also requested stubouts as follows: 24-inch line 50 feet long at station 139+95 and 18-inch line 50 feet long at station 146+00 and a 12-inch line approximately 50 feet long at station 153+00.

Cliff Christianson and Glen Hossner, Federal Highway Administration, have advised these requested drainage modifications are non-participating. It is agreed that making the requested modifications during construction of this project would be in the public interest. On the other hand, it is not felt they are the obligation of the project to construct, but are the obligation of the developer who will achieve a direct benefit from their installation.

I have requested Jim McClure to determine whether or not the City's drainage modifications were included as part of their settlement for the donated land. We may be obliged to make the modifications as part of the right-of-way obligations. If they are not right-of-way obligations, then McClure was to advise the City that installation of these would be at their sole expense.

The modifications are not being incorporated in the contract plans. It could be included in the contract at a later date under price agreement should the City desire to do so. The estimated cost for these modifications is approximately $17,000.

DRA:rw

cc: Ed Hardt
Jim McClure
Jack Sullivan
Bill Cole

STATE OF OREGON

INTER-OFFICE MEMO

Graham

ROAD DESIGN SECTION — DEPT

378-6558 — TELEPHONE

TO: Jack Sullivan
Specifications Engineer

DATE: 4, 1 '82

FROM:
Design Team Supervisor

SUBJECT: Footpath and Bicycle Trail Quantities for
Fariss Rd. - Powell Blvd. (Graham) Unit II
FAU 9867
Multnomah Co.

The following items are chargeable to footpaths and bicycle trails on the above-named project:

ITEM	UNIT	QUANTITY
P.C. Sidewalk 4"	Sq.Yd.	3,382

RECEIVED
[illegible] 3382
ROAD DESIGN Area

Width 5.5' 44 C.

Length 2737' X 2

cc: Don Shaffer
Duane Ridings
Bob Church
Don Trout

STATE OF OREGON

Highway - Traffic

INTEROFFICE MEMO

TRA 7-5

TO: J.D. McClure
Project Development Engr.

DATE: 1/11/82

FROM: Elmer L. Scofield
Sign Design Specialist Elmer L. Scofield

SUBJECT: Sign Study Plans
Fariss Rd.-Powell Blvd (Gresham) Unit 2
FAO 9867
Multnomah Co.

Attached are ~~Seven~~ copies of our sign study plans showing proposed sign installations on the above section.

Will you please review these plans and give us your comments and recommendations. Also will you please submit two copies to the City for its review. The City should note any suggestions for changes on one set of the plans, sign the plans in the space provided and return them to you for prompt return to this office.

May we have your reply by Jan. 29 to enable completion of the plans for contract.

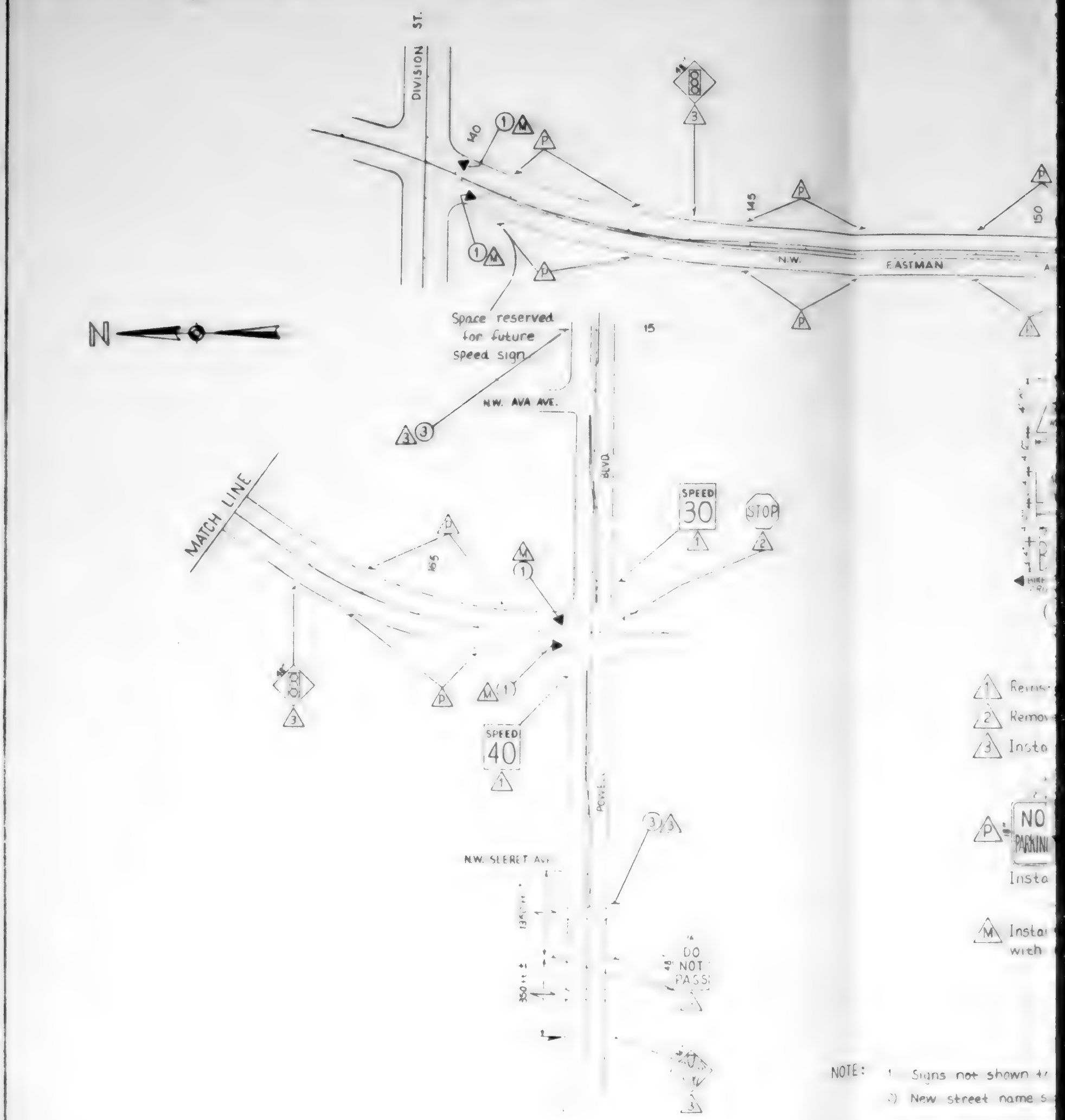
Versteeg
Anderson
Adams
Olson
Sullivan
Terpin
Trout
Wekerlig

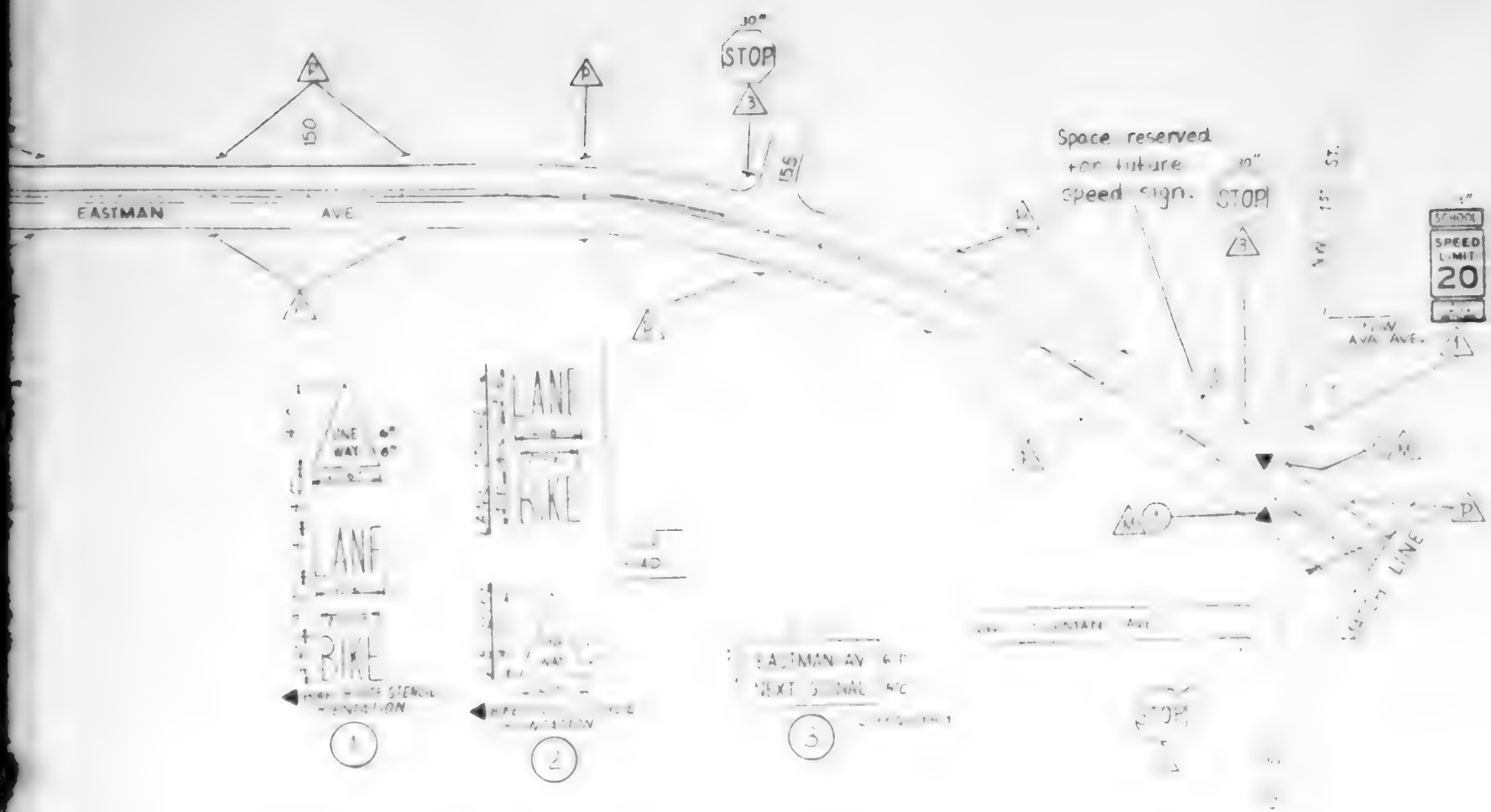
RECEIVED
JAN 12 1982
ROAD DESIGN SECTION

Do Not File
Return To
Bring Up
Action

ELS:ds
Attachments

cc: E.L. Hardt
H.E. Woodward
M. Payne
D.V. Stoodenmeyer


DIVISION ST.
140
145
150
N.W.
EASTMAN
N
Space reserved for future speed sign
15
N.W. AVA AVE.
BLVD
MATCH LINE
165
SPEED 30
STOP
SPEED 40
POWELL
N.W. SEERET Ave
DO NOT PASS
Remo
Remov
Insta
NO PARKIN
Insta
Insta with
NOTE: 1. Signs not shown to
2) New street name s



(1) Remove existing sign & post.

(2) Remove existing sign(s) & post

(3) Install new sign(s) & post(s).

(P) NO PARKING 4'-0 3'-8* Red legend White background

* Reduce spacing 6%

Install new sign & 2" dia pipe post.

(M) Install white traffic paint pavement markings with reflectorizing glass beads

NOTE: 1) Signs not shown to remain in place.

2) New street name signs to be installed by others

SIGNING PROJECT

REQUEST FOR PROPOSAL

Powell Boulevard to Fariss Road Connection

Gresham, Oregon

OREGON DEPARTMENT OF TRANSPORTATION

REQUEST FOR A PROPOSAL

Phase II-Powell Blvd. Project

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INTRODUCTION

The Oregon Department of Transportation (ODOT) is seeking the services of a qualified consultant to prepare a draft environmental impact statement for Powell Boulevard to Fariss Road project located in the city of Gresham. ODOT has in-house staff capable of preparing the environmental impact statement but is presently scheduled to work on other priority projects. Because of local citizens' and governments' interest in completion of this project, the ODOT will contract with a consulting firm that is capable of beginning the preparation of the EIS immediately and completing it within a reasonable period of time.

The consulting firm selected shall have a demonstrated expertise in environmental analysis and shall have available the professional experts needed to conduct such an analysis. Official policies require that an environmental impact statement be the product of an interdisciplinary investigation. It is therefore necessary that the consulting firm or its sub-contractor(s) have expertise in such areas as economics, transportation planning, traffic engineering, geology and soil mechanics, hydrology, biology, sociology, land use planning, air quality, acoustics, and landscape architecture. In addition, the consultant should have available a project manager with demonstrated ability in managing an interdisciplinary team.

This study will be Federally funded and is therefore subject to the guidelines and regulations of the Oregon Action Plan for Transportation Planning, the Federal-Aid Highway Program Manual, and the National Environmental Policy Act. Under those guidelines and regulations, this project is of a type that requires draft and final environmental impact statements, a public hearing, and a

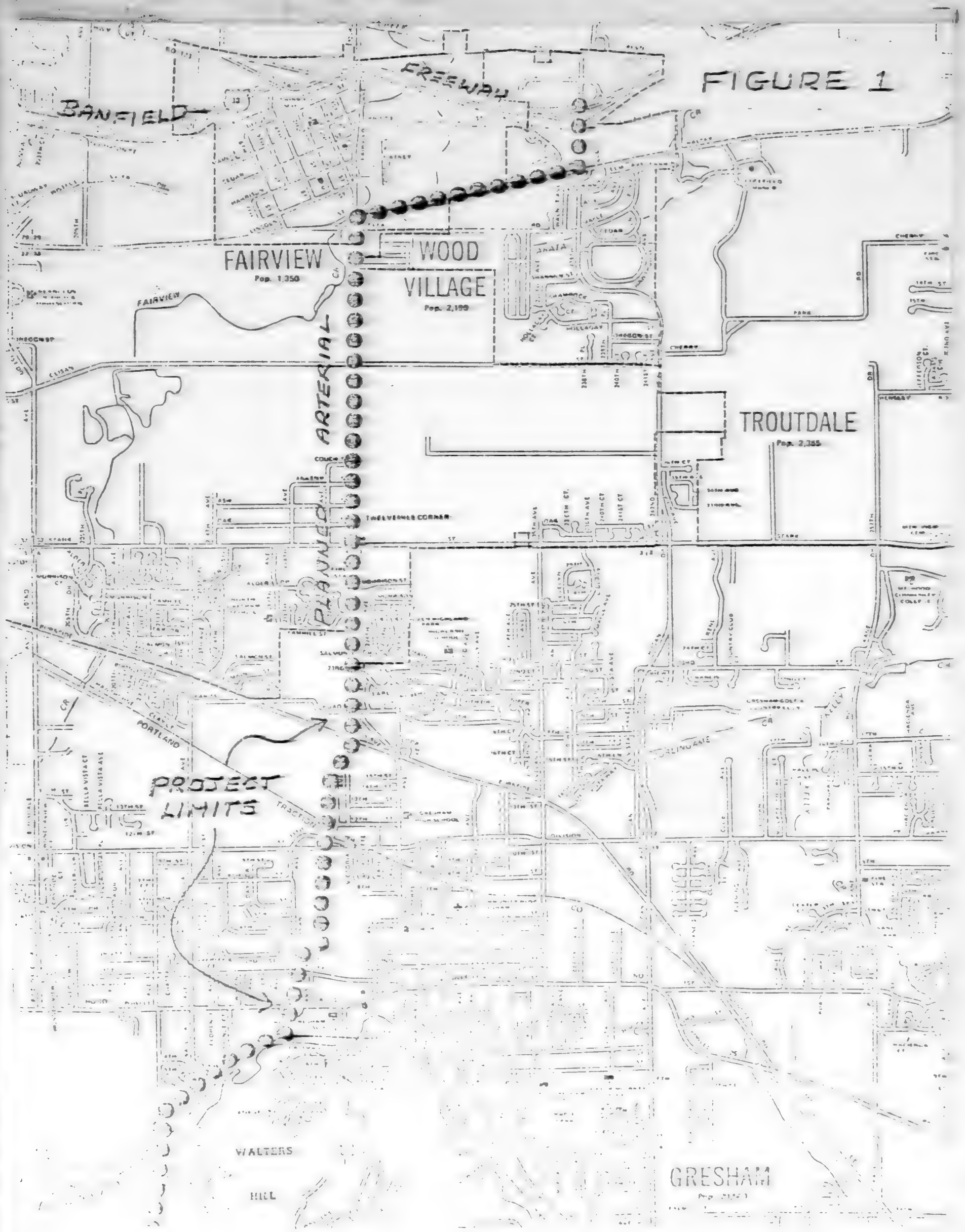
citizens' participation program. These responsibilities and others will be divided between the consultant and ODOT. The citizen's participation program and public hearing will be conducted by ODOT and the city of Gresham respectively, although the consultant may be asked to assist in the preparation of informational materials. The contract will be managed for ODOT by a designated project coordinator. The consultant will be expected to maintain liaison with the project coordinator and with the appropriate State and Federal agencies throughout the course of the study.

It should be noted that, in this request, the ODOT is soliciting proposals for the preparation of the draft environmental impact statement only: the final environmental impact statement is to be prepared after the public hearing, which is now scheduled for March 1979. The work items, cost, and schedule for the final environmental impact statement are not to be included in the present proposal but will be negotiated by the selected consultant and ODOT at an appropriate future date.

PURPOSE AND BACKGROUND

The purpose of this project is to provide a new north/south connection to improve access between three major east/west arterials (Powell Boulevard, Division Street, and Burnside Street). The project is intended to help alleviate traffic congestion, improve access to the CBD, increase safety, and remove heavy traffic from existing north/south residential streets, including truck and through traffic. The project will also serve a regional purpose by providing a major link in a planned north/south arterial for east Multnomah County. This arterial will eventually connect the rapidly growing residential area south of Powell Boulevard with the Banfield Freeway (Figure 1).

FIGURE 1


BANFIELD
FREEWAY
FAIRVIEW
Pop. 1,350
WOOD
VILLAGE
Pop. 2,190
TROUTDALE
Pop. 2,355
PLANNED ARTERIAL
FAIRVIEW
TWELVEMILE CORNER
PROJECT
LIMITS
PORTLAND
TRACTION
WALTERS
HILL
GRESHAM

The "Fariss-Powell Connection" was first identified in the 1966 "Central Business District Study" for the city of Gresham which was later adopted as an element of the "Gresham Plan" in 1971. The project was subsequently included as a part of the Columbia Region Association of Governments (CRAG) "Metropolitan Transportation Plan."

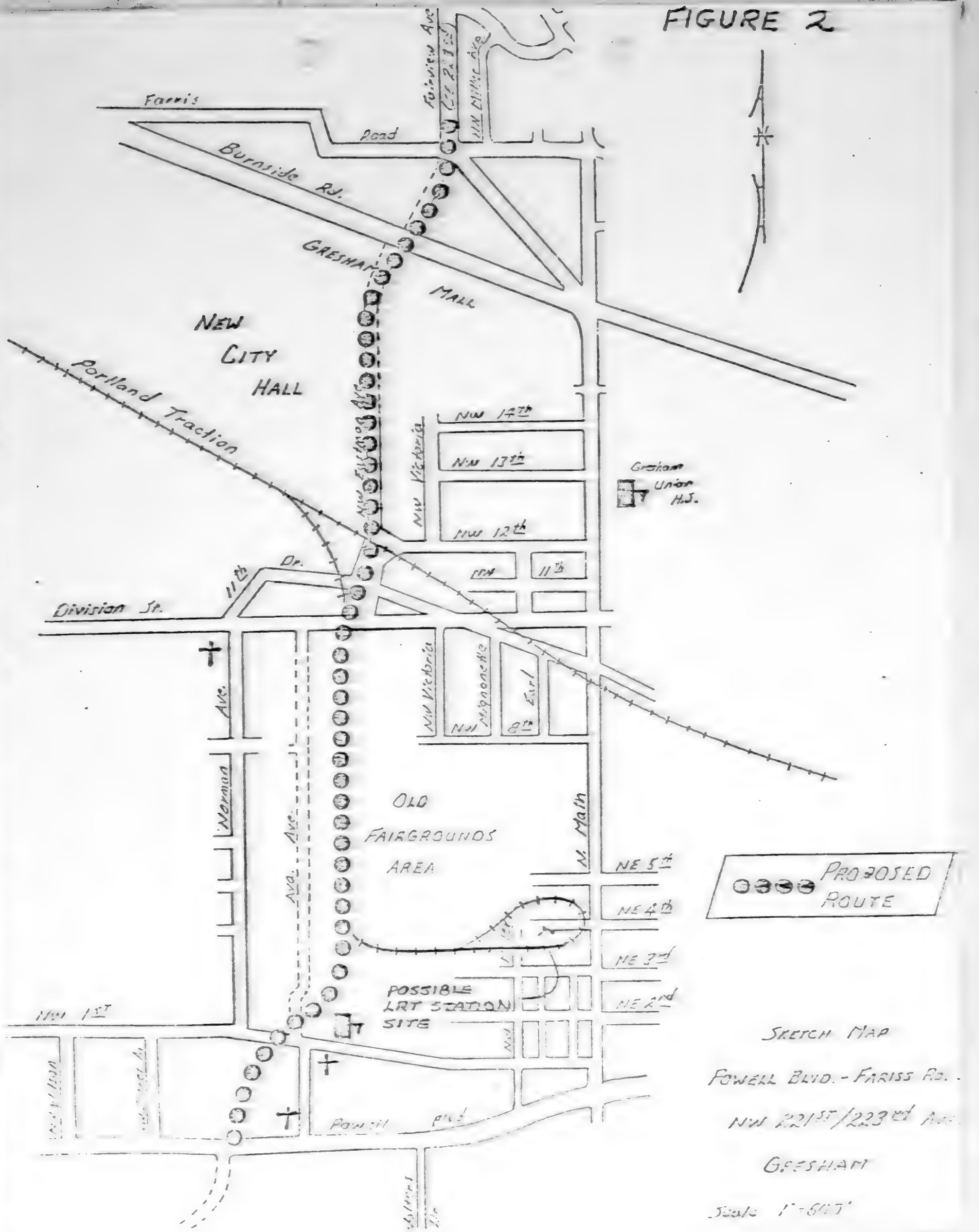
DESCRIPTION

The project section extends from Powell Boulevard to the intersection of Fariss Road and Fairview Avenue, a distance of 1.07 miles (Figure 2). The proposed alignment roughly follows imaginary extensions of 221st and 223rd avenues (Northwest Ava and Northwest Eastman avenues respectively). As preliminarily identified, the proposed facility will consist of four travel lanes, a turning median, and sidewalks/bikeways on either side. The connection or closure of some intersecting local streets may be included as suboptions.

In that the project has been classified as a Category One, Major Action, corridor alternatives as well as design alternatives must be addressed in the EIS process. Other corridor alternatives have been investigated and found to be cost prohibitive or in conflict with the planned development of Gresham.

Although not directly a part of this project, a future light rail transit line may be routed down the center of the facility between Division and Fifth Street. This LRT proposal is part of only one of several transit system proposals in the Portland Eastside. The project may require the reservation of 25 feet of roadway median space for future transit use between Division Street and Fifth Street.

FIGURE 2



SKETCH MAP

FOWELL BLVD. - FARISS RD. -

NW 221ST/223RD AVE.

GRESHAM

Scale 1"=600'

The land use setting for the proposed corridor is established residential on the west and south, CBD/commercial on the east, and industrial/commercial/residential on the north. A significant portion of the project crosses the old fairground's site which is presently not developed but is the subject of a development plan. Two schools, three churches, and a new city hall, which is under construction, are located in the corridor.

PROJECT SCHEDULE

Total time allotted to complete the draft environmental impact statement (DEIS) will be 7.5 months, from 1 July 1978 to 15 February 1979. The consultant will be expected to submit preliminary copies of the DEIS by 1 December 1979 for review by ODOT and the Federal Highway Administration. In the event that any consultant submitting a proposal deems this schedule inappropriate or extremely difficult to meet, the consultant shall have the option of outlining a different schedule in the proposal. The schedule will be open to negotiation but will be made binding as part of the contractual agreement.

INFORMATION AVAILABLE

The reports and data itemized below will be available to the consultant. The consultant will be responsible for all other necessary data and analyses. However, this requirement does not preclude access to public reports and public files of State and local governmental units or the use of other existing data available in a form usable by the consultant. Compilation, tabulation, and analysis of data by any State or local governmental agency are not to be expected

by the consultant unless specifically volunteered by a responsible official of such agency.

1. Complete traffic data for traffic analysis, including data in the format required for air quality and acoustical analyses.
2. Preliminary design information for the project alternatives, including alignment, typical sections, and cost estimates.
3. Copies of maps, photographs, and drawings that have been developed in the course of preliminary engineering work.
4. Publications:
   a. Project Environmental Assessment
   b. Transportation Technical Appendix: East Multnomah County Road System
   c. Comprehensive Framework Plan, Multnomah County, Oregon (available from Multnomah County for a cost of $5)
   d. The Gresham Plan
   e. Banfield Transitway Draft EIS
   f. Interim Transportation Plan - East Multnomah County Subarea Analysis

SCOPE OF WORK

I. Study Topics

The outline below lists the major topics that the consultant is expected to research and analyze in detail and treat in the environmental impact statement. The outline is not necessarily all-inclusive. These outlined items should be included as work items in the proposal submitted to ODOT. If it is the consultant's opinion that any of the topics listed here are

not pertinent to the study and are therefore omitted from his or her proposal, such omissions should be explained.

A. Project Alternatives and Purposes

1. Build Alternatives plus Design Variations
2. "No-Build"

B. Origin and History of Project

1. Local governmental priorities
2. Context of existing plans and studies (e.g., land use and transportation plans)
3. Events and actions influencing development of project alternatives

C. Interrelationship with Other Portland-Area Transportation Projects

1. Existing Local and regional transportation network

a. Description (design characteristics)
b. Efficiency

(1) Existing and projected ADT
(2) Existing and projected levels of service
(3) Existing and projected accidents and safety
(4) Accessibility to existing and proposed future land uses

2. Demonstration of need for project

a. Short-term (0-10 years) efficiency of proposed project alternatives
b. Long-term (10-20 years) efficiency of proposed project alternatives

3. Assessment of existing and possible future modal alternatives

D. Existing Environment and Environmental impacts of Project Alternatives and the "No-Build" Alternative (topics for description and analysis)

1. Community character (noting also community issues and problems relevant to this project)

2. Physical environment

a. Topography and structural geology
b. Soils

(1) Engineering characteristics
(2) Land use characteristics

c. Hydrology and water quality
d. Wildlife
e. Vegetation
f. Air Quality

(1) Primary effects
(2) Secondary effects

g. Noise

(1) Primary effects
(2) Secondary effects

h. Energy

3. Cultural environment

a. Land uses (existing, proposed, and project-induced)

(1) Residential
(2) Commercial
(3) Industrial
(4) Public and institutional (government, schools, churches, parks, and historic and archaeological sites, wildlife refuges, utilities, etc.)
(5) Agricultural
(6) Context of adopted land use plans, regulations, and programs (e.g., comprehensive plans)
(7) Community cohesion
(8) Accessibility (e.g., of employment centers, public facilities, emergency services, commercial concerns)

(a) Automobile
(b) Non-automobile (e.g., for bicyclists and for pedestrians--especially the elderly, the handicapped, and children)

b. Population

(1) Growth trends
(2) Composition (treating, as relevant, characteristics and problems of specific groups, e.g., children, the elderly, minorities and ethnic groups, the poor, the handicapped)

c. Economic characteristics

(1) Economic climate

(a) Employment and income
(b) Land values and development trends (including changes in specific economic activities, e.g., tourism, construction, agriculture)

(2) Tax base
(3) Cost-effectiveness of project alternatives

d. Displacement

(1) Residential
(2) Commercial and industrial
(3) Institutional
(4) Agricultural

e. Aesthetics

4. Mitigation of adverse impacts

5. Synoptic comparison of project alternatives and the "no-build" alternative

    a. Engineering feasibility and cost-benefit priorities
    b. Availability of funds
    c. Environmental impacts
    d. Commitments of resources (energy, materials, labor)
    e. Compatibility with adopted plans and programs
    f. Citizens' and agencies' responses (via hearings, meetings, correspondence, A-95 review)

II. Draft Environmental Impact Statement

Legal Sufficiency.--The product of this study is to be a draft environmental impact statement, which shall include all pertinent information developed in the course of the study. The format of the DEIS shall conform to the rules prescribed in the U.S. Department of Transportation's (Federal Highway Administration) Federal-Aid Highway Program Manual, volume 7, chapter 7, section 2, "Environmental Impact and Related Statements."

To be legally sufficient, at the minimum, the DEIS must treat the following subjects:

1. Location and description of project

2. Purpose of project and demonstration of need

3. Existing environmental setting

4. Alternatives, including the "no-build"

5. Environmental impacts of project alternatives

    a. Primary impacts
    b. Secondary impacts
    c. Impacts of Section 4(f) lands
    d. Adverse impacts of the project
    e. Steps to be taken to minimize unavoidable adverse impacts
    f. Summary of impacts

        (1) Discussion of unresolved conflicts and alternative uses of resources
        (2) Relationship between short-term and long-term effects of alternative courses of action

(3) Irreversible changes in environment brought by alternative courses of action
(4) Irretrievable commitment of resources brought by Alternative courses of action

6. Synoptic comparison of alternatives

7. Documentation of informational sources

Format and Printing.--The preferred format for the DEIS calls for a summary volume and a separate volume of technical reports and appendices. Three hundred (300) copies of the summary volume and one hundred and fifty (150) copies of the technical volume are required.

The consultant will be expected to prepare for publication all graphics needed for the DEIS and will be responsible for printing the DEIS.

III. Air and Noise Analyses

The consultant will supply sufficient detail in the air and noise analyses for application for the Indirect Source Permit required by the Department of Environmental Quality and for preparation of the Noise Study Report required by the Federal Highway Administration in the Federal-Aid Highway Program Manual, volume 7, chapter 7, section 3.

IV. Preliminary Draft Environmental Impact Statement

The consultant will submit 40 copies of the preliminary DEIS to ODOT for review and joint approval by ODOT, Federal Highway Administration, Multnomah County, and the city of Gresham prior to the printing of the DEIS.

V. Progress Reports

The consultant will be expected to provide ODOT, through the project coordinator, with regular progress reports (in addition to the usual

direct, personal contact that occurs during such a study). Progress reports are to be submitted monthly, in writing, prior to the first Monday of each calendar month, until the draft environmental impact statement is completed.

The progress reports are to include an itemized account of work completed in the month previous, a statement of findings or conclusions, and a schedule of work for the following month. The progress report is also to be used, as necessary, as a vehicle for reporting delays, schedule revisions, or work modifications.

VI. Coordination with Project Citizens' Advisory Committee

An important element of the study will be citizens' involvement. A Citizens' Advisory Committee has been appointed by ODOT from a list of interested citizens. ODOT will assume primary responsibility for the citizens' participation program, but the consultant will be expected to remain receptive to citizens' concerns and, through the ODOT project coordinator, to supply information to the Citizens' Advisory Committee upon their request. Further, the consultant should have one or more representatives available to attend public meetings at the discretion of the ODOT project coordinator.

VII. Coordination with Other Agencies

The consultant will be expected to consult, as appropriate, with agencies who have an interest in this project by virtue of jurisdiction or special expertise.

VIII. Public Hearing

The consultant may be called upon to assist the city of Gresham in preparation of a hearing presentation.

ORGANIZATION OF THE PROPOSAL

The proposal submitted must include, at the minimum, the following items:

1. A detailed work plan, describing specific tasks necessary for full treatment of topics listed in the scope of the work. The description of tasks should include methods of data collection and analysis. If the consultant chooses to modify the "Scope of Work" section outlined in this request for a proposal, those modifications should be explained.
2. A detailed description of the format of the draft environmental impact statement.
3. A listing of all key staff and management to be used in the study, including a description of qualifications, skills (i.e., resumes), and responsibilities in the study.
4. A work schedule showing dates of completion of tasks outlined in the proposal.
5. Cost estimates--both totaled and itemized by tasks (e.g., air quality analysis, transportation analysis, land use analysis).
6. A list and description of tasks, responsibilities, and qualifications of any subcontractors who may be hired.
7. References of former clients and summaries or samples of previous work that demonstrates the consultant's ability to do this study.
8. A statement of offer signed by an individual authorized to bind the contractor.

CONSULTANT SELECTION PROCESS

The consultant will be selected by a committee composed of representatives of the Oregon Department of Transportation, the city of Gresham, and Multnomah County. A standard rating sheet may be used to judge the proposal and the experience and capabilities of the consultant. Interviews, though not essential to the selection process, may be scheduled at the discretion of the Selection Committee.

Criteria: The Proposal

Each proposal received in response to this request will be judged as a demonstration of the consultant's capabilities and understanding of the project. More specifically, proposals will be judged on the basis of the following criteria:

1. Awareness of key project issues
2. Demonstrated understanding of environmental impact analysis and appropriate methods of data collection and evaluation
3. Familiarity with legal requirements and guidelines for EIS's
4. Thoroughness of proposal
5. Organization and clarity of proposal
6. Cost appropriate to the scope of work
7. Proposed working relationship with ODOT and the Citizens' Advisory Committee

Criteria: The Consultant

The contract will be awarded only to a qualified consultant. Minimum standards for qualification are:

1. Having the financial resources for the performance of the contract, or the ability to obtain such resources
2. Having the ability to comply with the proposed time schedule for this study
3. Having the necessary experience, organization, technical and managerial staff, and the facilities to carry out the study
4. Having an adequate past record of performance
5. Being an Equal Opportunity Employer and being otherwise qualified by law to receive this contract

Submission Requirements and Notification of Consultant

Proposals submitted must be received by ODOT no later than 12 a.m. (noon PST) on 27 March 1978. Proposals sent must arrive by this deadline. Ten copies of each proposal must be sent. All copies of the proposal are to be mailed or delivered to: Environmental Section, Oregon Department of Transportation, 412 Transportation Building, Salem, Oregon 97310. Proposals, or modifications thereof, received after the above hour and date will not be considered.

All consultants submitting a proposal will be notified of the decision of the Selection Committee by 17 April 1978, by U.S. mail. The consultant selected for the study is expected to commence work as soon as possible after contract negotiation. July 1, 1978, is desirable for commencement of work on this project.

GWK:ja
ODOT
2/9/78

1982 I-5 Fwy.-N. Greeley Ave. 9490
Sec. of N. Going St. in Ptlnd. (Snd.
Barr., Bike/Ped. Path, Lndscp.) #2

C&A 6805 9-8-80, 12-22-81

HIGHWAY DIVISION

AGENCY	CURRENT DOCUMENT NUMBER
0[illegible]	146182

YOUR ORDER NUMBER	BILLING REQ. NUMBER	DATE	VENDOR NUMBER
	CA 5951	11-3-87	0001002362-00

City of Portland
Street & Structural Engineering
621 SW. Alder Street, Room 725
Portland, Oregon 97205

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DIVISION
434 TRANSPORTATION BUILDING
SALEM OR 97310-0780

FOLD

T.C.	E.A. SUB JOB	SPECD	ORG. UNIT	OBJ DTL	ACT.	REVENUE SOURCE	AGY SRC.	AMOUNT
617	C09490-011	L02	1000			844010	02	$47,104.51

PROG	APP SYM	FUND CODE	FUND DETAIL	FUND SOURCE

FOLD

DESCRIPTION:

Final Settlement: I-5 Greeley - N. Greeley, North Basin Avenue/
N. Going Street

M9926 (1) IX9926 (2) (4) (6) (7) (8)

See attached itemized statement

TOTAL PRICE

Amount Due: $47,104.51

Received 6-13-89

GL 1140

SPECIAL INSTRUCTIONS (FOR ACCOUNTING USE ONLY)

TOTAL AMOUNT DUE $47,104.51

IF YOU HAVE QUESTIONS ABOUT THIS INVOICE PLEASE CONTACT: Gary Zehner (378-6011) or Anne Hernandez PH. 378-5034
(INVOICE PREPARER)

734-1150 (11-86)

(ORIGINAL)

FORM APPROVED BY COMPTROLLER GENERAL, U.S. MAY 12, 1966

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

STATE VOUCHER NO.

FHWA VOUCHER NO.

VOUCHER FOR WORK PERFORMED UNDER PROVISIONS OF THE FEDERAL AID AND FEDERAL HIGHWAY ACTS, AS AMENDED

APPROPRIATION

FHWA SCHEDULE NO.

THE UNITED STATES, DR., TO *(Insert official or depositary named in project agreement)*

TREASURER OF THE STATE OF OREGON

ADDRESS

CAPITOL BUILDING
SALEM, OREGON 97310

PAID BY

(For use of Paying Office)

STATE: OREGON

VOUCHER TYPE *(Check Appropriate Block)*

- ☐ CURRENT BILLING
- ☐ OTHER PROGRESS
- ☒ FINAL VOUCHER (*)

VOUCHER PERIOD: FROM 5-5-82 TO 10-30-84

FEDERAL AID PROJECT NO.: IX-9926(8)

(*) Use Form FHWA-1447 for Final Voucher for a project constructed under certification acceptance or secondary road procedures (23 U.S.C. 117).

TOTAL ACTUAL COST	TOTAL PARTICIPATING COST	PRO-RATA OF PARTICIPATING COST CLAIMED FROM U.S.	TOTAL AMOUNT CLAIMED FROM U.S.	LESS PREVIOUS PAYMENTS	NET AMOUNT CLAIMED
$ 66,790.99	$ 66,790.99	85%	$ 56,772.34	$56,772.34	-0-
$673,892.52	$673,516.68	85%	$572,489.18	$572,489.18	-0-
$740,683.51	$740,307.67	85%	$629,261.52	$629,261.52	-0-

I certify that the costs shown in this voucher have been incurred in accordance with terms of project agreements; applicable State and Federal laws or regulations; and that no claim has previously been submitted for costs claimed.

STATE HIGHWAY AGENCY: OREGON

DATE: 2-7-86

SIGNATURE OF AUTHORIZED OFFICIAL: Frank R Griffin

CONTROLLER

I certify that supporting records for costs claimed, and the referenced project (if applicable), have been subjected to required reviews, approvals and inspections by the Federal Highway Administration and that the amount approved is justly due.

AMOUNT SUBMITTED: $0.00

ADJUSTMENTS:

AMOUNT APPROVED:

SIGNATURE OF FHWA REPRESENTATIVE

(SIGN ORIGINAL ONLY)

DATE APPROVED

FORM PR-20 (REV. 5-78)

PREVIOUS EDITIONS ARE OBSOLETE

STATEMENT OF COSTS INCURRED UNDER PROJECT AGREEMENT

ITEM NO.		ITEM	QUANITY	UNIT	UNIT PRICE	AMOUNT	NOTATIONS (Payee must not use this column)
		I-5 FREEWAY N. GREELEY AVE. SECTION N. GOING ST. PORTLAND MULTNOMAH COUNTY					
		Construction					
		Type Code Y220					
		Sound Barrier					
		Final Contract Payment Summary	Lump	Sum		$565,983.93	✓
SFO	#1	Adjustment of water facilities (City of Portland)	All	Required		14,237.94	✓
SFO	#2	Repair broken sewer house branches (City of Portland)	All	Required		530.32	✓
SFO	#3	Furnish and plant trees (City of Portland)	All	Required		36,790.60	✓
		TOTAL PARTICIPATING TYPE CODE Y220				$617,542.79	
		Type Code Y031					
		Traffic Signals (1 location: Interstate Ave.)					
		Final Contract Payment Summary	Lump	Sum		$ 40,707.82	✓
SFO	#4	Relocate and repair electrical conduct (State)	All	Required		437.08	✓
SFO	#5	Signal Controller Testing (State)	All	Required		1,175.00	✓
SFO	#6	Supply a PROM 039 for controller (State)	All	Required		500.00	✓
		TOTAL PARTICIPATING TYPE CODE Y031)				$ 42,819.90	
		TOTAL PARTICIPATING CONSTRUCTION COST				$660,362.69	
		Construction Engineering					
		Work by City of Portland	All	Required		$ 66,790.99	
		State	All	Required		13,969.60	
		Liquidated Damages	Lump	Sum		(2,091.33)	
		TOTAL PARTICIPATING CONSTRUCTION ENGINEERING				$ 78,669.26	
		Misc. Project Cost					
		Audit Expense	All	Required		$ 1,275.72	
		TOTAL PARTICIPATING PROJECT COST				$740,307.67	
		Non Participating Project					
		Interest on Final Payment	All	Required		$ 375.84	
		TOTAL PROJECT COST				$740,683.51	

Prepared based on Participating cost as shown on the Federal Billing as of 2-13-86.

AMOUNT CARRIED FORWARD .....

				TOT	N1			.09CR	103.49CR		2,685.12			
				TOT	N8						59.96			
				** JOB TOTALS **				1.39CR**	138.66 **		884,059.89 **			
I-5 FREEWAY-N GREELY AVE			CONT NO 9490 * FA PROJ NOS X10 9926008 100								X10 9926008		STATE	
	326	1054	201	00	P	1	Pay Contr				606,691.75		82	84
	326	1054	203	00	P	1	Cr. Liq Dam.				2,091.33CR		83	83
	326	1054	206	00	N	1	Interest				375.84		84	84
	326	1054	220	02	P	1	SFO # 2				530.32		82	82
	326	1054	270	03	P	1	SFO # 3		Less 36,790.60		37,975.16		83	83
	326	1054	270	04	P	1	SFO # 4				437.08		82	83
	326	1054	270	05	P	1	SFO # 5				1,175.00		83	83
	326	1054	270	06	P	1	SFO # 6				500.00		83	83
	326	1054	285	01	P	1	SFO # 1				14,237.94		83	83
	326	1054	295	00	N	9	Tr. City				104,257.00		82	84
	326	1054	296	00	N	9	" St.		1,584.32CR		673,608.60CR		82	84
	326	1054	298	00	N	9	" Fed		1,584.32		569,351.60		82	84
	326	1054	900	00	P	1	Const. Engr.		831.00		5,646.44		82	84
	326	1054	900	00	P	1	" "				222.38		82	83
	326	1054	915	00	P	1	Audit Services		626.53		1,275.72		83	85

ACCOUNT SUMMARY - EXPENDITURES & LEDGERS — JUNE 1985 — PAGE 371

DESCRIPTION	PREFIX		FUNCTION	SUB	F	GR	CURRENT MONTH	FISCAL YEAR TO DATE	GRAND TOTAL TO DATE	ACTIVE BEG	ACTIVE YRS END
	326	1054	920	00	P	1	Proj. Sec.		148.17	82	84
	326	1054	920	00	P	1	" "		6.80	82	82
	326	1054	928	00	N	1			10.48	84	84
	326	1054	940	00	P	1	Soils Lab	18.32	3,891.12	82	84
	326	1054	940	00	P	1			149.04	82	84
	326	1054	941	00	P	1	Surv		1,580.24	82	83
	326	1054	941	00	P	1			67.51	82	83
	326	1054	944	00	P	1	Test		895.41	82	84
	326	1054	944	00	P	1			11.13	82	82
	326	1054	945	00	P	1	Const. Pr.		651.89	82	84
	326	1054	945	00	P	1			4.24	82	83
	326	1054	946	00	P	1	Reg. off. Emp		133.16	82	83
	326	1054	946	00	P	1			7.00	82	83
	326	1054	948	00	P	1	Gen. Const. Engr.		552.94	82	84
	326	1054	948	00	P	1			2.13	82	82
	326	1054	950	00	P	1			42.96	82	83
	326	1054	950	00	P	1			1.24	82	82
			TOT	P1				1,475.85	674,273.47		
			TOT	P8					472.47		
			TOT	N1					386.32		
			** JOB TOTALS **				**	1,475.85 **	675,132.26 **		

PROJ #3 · CONT NO 9476 * FA PROJ NOS X10 0000043 100 — STATE

326 1054 201 00 P 1

DESCRIPTION	PREFIX	FUNCTION	SUB F	GR	CURRENT MONTH	FISCAL YEAR TO DATE	GRAND TOTAL TO DATE	ACTIVE REG BEG	ACTIVE REG END
UPRR XING-BIRCH AV SEC 238TH CONT NO	FA PROJ NOS X10 9877003 100							STATE	
426 1034	598	00	N 9		2,817.26	2,817.26	35,548.44CR	03	05
426 1034	903	00	P 1			2,817.26CR	35,548.45	02	04
	TOT	P1				2,817.26CR	35,548.45		
	TOT	N9			2,817.26	2,817.26	35,548.44CR		
	** JOB TOTALS **				2,817.26 **	01 **	01 **		
CHERRY PRK PD CONT NO	FA PROJ NOS X10 9880002 100							STATE	
426 1035	598	00	N 9			329.47	22,258.15CR	04	05
426 1035	903	00	P 1			329.47CR	22,258.15	03	04
	TOT	P1				329.47CR	22,258.15		
	TOT	N9				329.47	22,258.15CR		
	** JOB TOTALS **				**	**	**		
NE GLISAN ST-SE GLENWOOD 39TH CONT NO	FA PROJ NOS X1 9-9906 100							STATE	
426 1036	598	00	N				54,666.52CR	04	04
426 1036	903	00	P 1				54,666.52	03	04
	TOT	P1					54,666.52		
	TOT	N9					54,666.52CR		
	** JOB TOTALS **				**	**	**		
GATEWAY AREA SIGNALS CONT NO	FA PROJ NOS X10 0000001 100							STATE	
426 1037	598	00	N 9			27,885.34	47,356.21CR	05	05
426 1037	903	00	P 1			27,885.34CR	47,356.21	04	05
	TOT	P1				27,885.34CR	47,356.21		
	TOT	N9				27,885.34	47,356.21CR		
	** JOB TOTALS **				**	**	**		
N GOING/I-5 FRWY-N GREELEY CONT NO	FA PROJ NOS X10 9926008 100							STATE	
426 1038	598	00	N 9				56,777.34CR	03	04
426 1038	903	00	P 1				56,777.34	02	03
	TOT	P1					56,777.34		
	TOT	N9					56,777.34CR		
	** JOB TOTALS **				**	**	**		
SE DIVISION ST-SE POWELL BLVD CONT NO	FA PROJ NOS X10 9991004 100							STATE	
426 1039	598	00	N 9			1,021.93	121,[illegible].[illegible]CR	[illegible]	[illegible]
426 1039	903	00	P 1			1,021.93CR	121,[illegible].[illegible]	[illegible]	[illegible]
	TOT	P1				1,021.93CR	121,[illegible].[illegible]		
	TOT	N9				1,021.93	[illegible].[illegible]CR		
	** JOB TOTALS **				**	**	**		
STARK-DIVISION SEC SE 242ND CONT NO	FA PROJ NOS X10 9977005 100							STATE	
426 1040	598	00	N 9			[illegible].[illegible]	[illegible].[illegible]CR	[illegible]	[illegible]

OREGON STATE HIGHWAY DIVISION

ITEMIZED STATEMENT OF FINAL COSTS

DATE: July 22, 1987

CITY: Portland AGREEMENT NO: 5922 & 6805 PROJECT NO: IX-9926(2)(4)(6)(7)(8) & M-9926(1)

CONTRACT NO: 9380 & 9490 SECTION: I-5 Freeway-N. Greeley Ave., N. Basin Ave./N. Going St.

PRELIMINARY ENGINEERING:

M-9926(1) Prefix No. 326-1978:

Project Manager (Non-Partic. $1,299.71)	$ 125,909.80
Citizen Involvement (Non-Partic. $293.37)	9,577.12
Work by Port of Portland	6,021.00
Work by City of Portland	22,440.24
Work by Dames & Moore Consultant	58,000.00
Final Design	36,919.50
Bridge Design	17,504.91
Preliminary Design	7,432.28
R/W Descriptions	14,815.75
Region Geology (Non-Partic. $192.60)	13,468.15
Traffic Section	18,524.69
Landscape	4,323.45
R/W Liaison	2,447.93
Region Utility Liaison	1,678.69
Audit Services	447.53
Photogrammetry	4,211.42
Inventory Needs	1,160.50
Location Section	432.30
Program Section	394.83
Specifications	6,810.12
Administrative (Non-Partic. $4.76)	212.57
Environmental Section (Non-Partic. $316.55)	18,460.00
Planning	4,370.14
Structural Foundations (Non-Partic. $158.64)	2,342.99
Training	755.03
Public Hearing (Non-Partic. $103.14)	2,899.74
Total	$381,560.68

IX-9926(2) Prefix No. 326-1966:

Project Manager (Non-Partic. $178.98)	$ 5,611.86
Citizen Involvement (Non-Partic. $63.02)	286.37
Work by City of Portland	168,470.67
Work by Earth Metrics Consultant	157,930.49
Final Design	1,818.62
Bridge Design	24.49
Preliminary Design	275.40
R/W Descriptions	158.61
Traffic Section (Non-Partic. $111.41)	934.97
Landscape	205.25

R/W Liaison		1,022.79
Region Utility Liaison		135.54
Audit Services		1,117.39
Photogrammetry		236.48
Location Section		35.90
Program Section		595.00
Specifications		3,352.55
Administrative Services		32.03
Environmental Section (Non-Partic. $124.81)		2,182.06
Public Hearing		486.24
	Total	$344,912.71

RIGHT-OF-WAY:

IX-9926(6) Prefix No. 326-2571:

Net Cost of Land Purchased		$317,100.00
Value of Trees, Shrubs, Etc.		10,500.00
Appraisals, Witness Fees, Etc.		6,616.11
Title Cost & Recording Fees		1,066.90
Negotiation Expense		670.61
Appraisal Review		66.29
R/W Description Map		511.85
R/W Liaison & Relocation Map		96.47
Program Section		101.61
R/W Office Expense		1,650.55
	Total	$338,380.39

CONSTRUCTION:

IX-9926(4) Prefix No. 326-1023 (Anchor St.):

Hydraulic Embankment by Port of Portland		$ 199,557.00
Work by City of Portland		361.54
Construction Engineering		4,658.69
Audit Services		776.58
Program Section		115.38
	Total	$ 205,469.19

IX-9926(7) Prefix No. 326-1043:

Payment to Contractor	$1,355,146.87
SFO #1 Permanent Striping	3,282.02
SFO #2 Signal Controller Testing	7,175.00
SFO #3 Water Bureau Adjustment of Facilities	20,839.63
SFO #4 Furnish & Install 1 1/2" Water Service	985.55
SFO #6 Water During Establishment Period	132.71
SFO #7 Furnish & Install 7 Bus Shelters	19,159.00
SFO #8 Landscape & Site Improvements (Non-Partic.)	26,139.25
Construction Engineering (Non-Partic. $455.17)	125,077.84
Work by City	15,767.09
Audit Services	1,225.70
Program Section	108.27
Salem Lab	9,842.93

Portland Lab		4,979.53
Eugene Lab		99.11
Technical Services		2,499.75
Construction Branch		1,799.79
Region Office Charges		285.89
EEO Monitoring		262.14
	TOTAL	$1,594,808.07

IX-9926(8) Prefix No. 326-1054:

Payment to Contractor		$ 606,691.75
Credit for Liquidated Damages		(2,091.33)
Interest on Final Payment (Non-Partic.)		375.84
SFO #1 Adjust Water Facilities		14,237.94
SFO #2 Repair Broken Sewer Branches		530.32
SFO #3 Furnish & Plant Trees		36,790.60
SFO #4 Relocate & Repair Electrical Conduit		437.08
SFO #5 Signal Controller Testing		1,175.00
SFO #6 Supply PROM 039 for Controller		500.00
Construction Engineering		6,423.89
Work by City		66,790.99
Audit Services		1,275.72
Program Section		154.97
Salem Lab		4,040.16
Portland Lab		1,647.75
Technical Services		906.54
Construction Branch		656.13
Region Office Expense		140.16
	Total	$ 740,683.51

SUMMARY:

M-9926(1) P.E.		$ 381,560.68
IX-9926(2) P.E.		344,912.71
IX-9926(6) R/W		338,380.39
IX-9926(4) Const.		205,469.19
IX-9926(7) Const.		1,594,808.07
IX-9926(8) Const.		740,683.51
	Total Project Cost	$3,605,814.55

LESS FEDERAL FUNDS:

M-9926(1)		(325,346.66)
IX-9926(2)		(292,769.31)
IX-9926(6)		(287,623.33)
IX-9926(4)		(174,648.81)
IX-9926(7)		(1,332,887.41)
IX-9926(8)		(629,261.52)
	Balance	$ 563,277.51

LESS STATE SHARE:

$325,346.66 x 7.1% =		$ 26,922.62
85.80%	City Share	$ 536,354.89

LESS ADVANCE DEPOSITS:

P.E.	11/30/76	(17,850.00)
P.E.	11/17/78	(17,500.00)
R/W	09/22/80	(29,100.00)
CONST.	02/19/80	(42,750.00)
CONST.	09/23/81 & 10/19/81	(253,820.00)
CONST.	05/13/82, 06/10/82, & 06/18/84	(104,257.00)

CREDIT FOR WORK BY CITY:

P.E. IX-9926(2)	(23,973.38)

AMOUNT DUE FROM CITY **$ 47,104.51** ✓

AH/RP

cc: Jan Henry
Wayne Schulte
LPG File

June 5, 1984

PRO

Mr. Dick Schmidt
Highway Coordinator
Bureau of Street & Structural
Engineering
Room 802, 1120 S.W. Fifth Avenue
Portland, OR 97204-1971

Dear. Mr. Schmidt:

Pursuant to your request the following amounts should be deposited for the corresponding projects:

PROJECT	AMOUNT	AD NO.
S.E. 50th Ave.-S.E. 92nd Ave. Powell Blvd., IX-24(33)	$ 260,000	84-43
Hollywood Dist. Trans. Project IX-IXG-9326(13	10,595	84-45
S.W. 6th Ave.-S.W. 4th Ave. Connection IX-9345	159,600	84-54
S.W. 65th Ave.-S.W. Capitol Hwy. Beav./Hillsdale Hwy., IX-9228	346,560	84-55
NE 60th Ave.-E. Portland Frwy. NE Portland Hwy., IX-9966(5)	17,910	84-56
Lombard St./Marine Dr. Connection IX-9958	136,000	84-57
S.E. Division St.-S.E. Crystal Springs S.E. 82nd Ave., IX-9713	17,805	84-58

W. Burnside St. at S.W. Tichner St. IX-9326(8)	7,608	84-59
S.E. 39th Ave. at S.E. Stark St. IX-9699	1,242	84-60
N.E. Glisan St.-S.E. Glenwood St. S.E. 39th Ave., IX-9699(5)	2,678	84-61
Going St. Noise Mitigation IX-9926(8)	5,657	84-62
W.C.L.-N. Oswego Ave., N. Columbia Blvd., IX-9956(12)	11,202	84-63
N.W. Portland TSM Project IX-0000(63)	12,533	84-64

Please make the appropriate deposits in the Local Government Investment Pool.

Very truly yours,

Gary A. Potter, Manager
Program Section

GEZ:bkb
bcc w/AD #84-54 thru 64: Wayne Schulte, Metro Region
Vern Skoog - Please return completed AD forms when deposits are made.

ROAD DESIGN-HIGHWAY

DES 16

M. B. Smith
Liaison Consultant

May 21, 1984

Merlyn A. Anderson
Lanscape Architect

I-5 Freeway-N.Greeley Ave. (N. Going St.)
Multnomah County
Prefix No. 326-1966
Contract No. 9490

I have reviewed the attachments to your letter of May 16, 1984, concerning planting times, weather, etc. during the establishment period. The following comments are in response to your questions.

Planting root balled or container grown plant material can be done successfully all Summer if the leaves and stems are treated with a horticulture antidesiccant as is specified in Subsection 682.01 of the Special Provisions. The essential point is to provide the plants with adequate amounts of water after planting so that root system can survive without drying out. The Contractor's responsibility for watering is covered in the Standard Specifications under Subsections 682.34 and 682.42.

MAA:mg

Versteeg ✓
Anderson
Wakerug

RECEIVED
ROAD DESIGN
SECTION

STATE OF OREGON

INTEROFFICE MEMO

TO: MERLYN ANDERSON
Road Design

DATE: May 16, 1984

FROM: M. B. SMITH
Liaison Consultant

SUBJECT: I-5 Freeway - N. Greeley Ave (N. Going St)
Contract No. 9490

I would appreciate your review and comments on the attached letter concerning planting times, weather, etc. during the establishment period as indicated. The project manager is charging liquidated damages per specifications and the contractor is objecting. Your expert opinion as to planting during the period listed would be appreciated.

Please return your comments to me at the Metro Region office.

sly
Attachment

81.125.1387

CITY OF
PORTLAND, OREGON
OFFICE OF TRANSPORTATION

Mike Lindberg, Commissioner
Transportation Engineering
1120 S.W. Fifth Avenue
Room 802
Portland, Oregon 97204-1971
(503) 796-7004

May 15, 1984

Oregon Department of Transportation
Mr. Mike Smith
9002 S.E. McLoughlin Blvd.
Milwaukie, OR 97222

Re: I-5 Freeway - N. Greeley Avenue (N. Going Street)
Contract No. 9490

Dear Mike:

Enclosed is a letter dated May 10, 1984 from Aichele-Ben Fox Landscaping. The contractor is claiming that it was too hot to install plant material. Would you have someone in the landscaping unit at Salem look at the temperatures and determine what days between May 4, 1983 and July 15, 1983 were unsuitable for planting.

The background information is as follows: The original planting is shown on the enclosed sheets No. 18 through 21. No irrigation was installed in the planting areas. On May 2, 1983, the first landscaping inspection was held with the contractor. The contractor was formally notified on May 4, 1983 what needed to be replaced. Then in mid-June, the contractor was contacted verbally to see why the replanting had not been completed. As a result of that conversation, the contractor sent a letter dated June 24, 1983 stating replanting could not be done because of weather conditions. I contacted the landscaping unit in Salem on June 30, 1983, and they disagreed that the weather was unsuitable for replanting. Finally, on July 15, 1983, the contractor completed the replanting. This delay in completing the replanting resulted in $2,091.33 of liquid damages being assessed per Subsection 682.42 of the Special Provisions.

In my opinion, the weather between May 4, 1983 and May 19, 1983 was suitable for planting. The contractor never indicated any problem with the weather until he realized that liquidated damages were being assessed because of his failure to replant. Once the contractor understood that the plants were to be replaced as directed in the May 4, 1983 letter, the work was completed.

If, in the opinion of the landscaping section in Salem, the contractor could have planted in May, then the liquidated damages should not be waived.

The ground cover was damaged during the freeze in December, 1983 and these losses might have been mitigated if the plant material had been replanted when directed.

Sincerely,

Brett I. Kesterson

Brett I. Kesterson, P.E.
Project Manager
Bureau of Transportation Engineering

BIK:jh

Enclosure

RECEIVED
ARTERIAL
ENGINEERING

MAY 14 1984

May 10, 1984

E. Lee Robinson Construction Company
P. O. Box 23248
Tigard, Oregon 97223-0033

Reference: Contract No. 9490 I-Freeway - N. Greeley Ave. (N. Going St.)

Gentlemen:

This letter is in reference to the correspondence written on May 4, 1984.

We are requesting liquidation damages be removed for the following reasons.

1. Notice the enclosed climatological data for the months of May & June 1983.

2. Weather conditions impractical for work to be performed with temperatures indicating as such shown.

Very truly yours,

ARCHERIE * BEN FOX * LANDSCAPING

Ben Fox

AEF/ka

cc: Brett I. Kesterson, P. E. Project Manager

MAY 1983 24229
PORTLAND, OREGON
INTERNATIONAL AIRPORT

ISSN 0198-4209

LOCAL CLIMATOLOGICAL DATA

Monthly Summary

NAT WEATHER SERVICE FCST OFC

LATITUDE 45° 36' N LONGITUDE 122° 36' W ELEVATION (GROUND) 21 FEET TIME ZONE PACIFIC WBAN #24229

DATE	TEMPERATURE °F					DEGREE DAYS BASE 65°F		WEATHER TYPES	SNOW ICE PELLETS OR ICE ? GROUND AT 14AM	PRECIPITATION		AVERAGE STATION PRESSURE IN INCHES	WIND (M.P.H.)				SUNSHINE		SKY COVER (TENTHS)		DATE
	MAXIMUM	MINIMUM	AVERAGE	DEPARTURE FROM NORMAL	AVERAGE DEW POINT	HEATING (SEASON BEGINS WITH JULY)	COOLING (SEASON BEGINS WITH JAN)	1 FOG 2 HEAVY FOG 3 THUNDERSTORM 4 ICE PELLETS 5 HAIL 6 GLAZE 7 DUSTSTORM 8 SMOKE, HAZE 9 BLOWING SNOW	INCHES	WATER EQUIVALENT (INCHES)	SNOW, ICE PELLETS (INCHES)	ELEV 39 FEET ABOVE M.S.L.	RESULTANT DIR	RESULTANT SPEED	AVERAGE SPEED	FASTEST MILE SPEED	FASTEST MILE DIRECTION	MINUTES	PERCENT OF TOTAL POSSIBLE	SUNRISE TO SUNSET	MIDNIGHT TO MIDNIGHT	
	1	2	3	4	5	7A	7B	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
1	61	52	7	3	47	8	0		0	T	0	30.03	03	.4	3.9	15	W	325	38	10	10	1
2	60	50	55	1	45	10	0		0	T	0	30.21	24	4.8	6.0	13	NW	479	56	9	9	2
3	64	50	57	3	44	8	0		0	T	0	30.17	32	8.5	4.2	11	NE	649	75	8	7	3
4	66	43	55	1	44	10	0	1		T	0	29.84	32	.7	1.9	12	N	484	56	9	8	4
5	64	51	58	4	44	7	0		0	1	0	29.75	24	1.5	7.3	14	NW	540	62	10	10	5
6	64	47	56	1	47	9	0		0	0	0	29.97	18	10.3	11.2	21	SW	503	58	10	9	6
7	56	46	51	-4	44	14	0	4	0		T	30.00	17	10.1	11.4	20	S	480	55	10	9	7
8	55	45	50	-5	42	15	0		0		0	29.99	18	7.9	9.2	22	SW	329	38	10	10	8
9	55	43	49	-6	42	16	0	1	0		0	30.15	21	4.0	4.9	9	S	367	42	10	10	9
10	65	45	55	-1	44	10	0		0	0	0	30.22	30	1.9	4.0	12	E	674	76	8	7	10
11	67	47	57	1	46	8	0		0	0	0	30.16	02	1.9	2.2	8	E	519	59	6	5	11
12	65	49	59	3	44	6	0	1	0	0	0	30.01	31	3.2	7.1	11	NW	781	88	2	2	12
13	67	49	61	5	43	4	0		0	0	0	30.00	31	6.1	7.3	19	NW	827	93	1	1	13
14	58	51	55	-1	49	10			0	17	0	30.07	22	5.6	6.8	18	SW	345	39	10	9	14
15	60	47	54	-3	46	11			0	11	0	30.14	23	6.1	8.9	15	SW	600	67	9	9	15
16	61	50	56	-1	45	9	0		0	0		30.27	31	3.1	4.3	8	W	516	58	10	10	16
17	66	50	58	1	47	7	0		0	0	0	30.27	34	8.0	5.2	12	N	506	56	10	10	17
18	69	53	61	4	47	4	0		0	3	0	30.27	33	7.0	8.3	17	W	734	81	7	6	18
19	75	48	62	5	48	3	0		0		0	30.25	33	7.2	7.9	26	NW	845	94	2	1	19
20	78	51	65	7	52	0	0	1		3	0	30.13	31	6.0	6.6	19	NW	702	78	2	2	20
21	71	52	62	4	49	3	0			0	0	30.07	31	4.0	5.9	13	NW	726	80	4	4	21
22	68	49	67	9	50	0	2	1		0	0	29.[illegible]	32	4.9	6.0	15	NW	829	91	1	1	22
23	[illegible]	54	71	13	[illegible]	0	6			0	0	29.86	31	2.6	4.3	12	N	860	94	0	0	23
24	[illegible]	51	69	11	[illegible]3	0	4			0	0	29.86	32	3.4	3.7	11	NW	848	93	1	1	24
25	[illegible]	57	69	11	[illegible]0	0	4			0	0	29.94	14	6.1	6.6	13	NW	693	76	4	3	25
26	79	54	67	[illegible]	50	0	2			0	0	29.88	[illegible]	8.0	8.3	11	NW	700	76	3	2	26
27	82	53	70	[illegible]	54	0	5			0	0	29.[illegible]	[illegible]	3.5	4.9	10	W	824	90	9	7	27
28	80	62	81	12	55	0	16			0	0	29.[illegible]	08	3.3	9.5	24	E	795	86	5	6	28
[illegible]	82	61	74	5	57	0	9			0	0	29.[illegible]	25	3.8	10.4	20	S	813	88	[illegible]	6	29
[illegible]	[illegible]	56	60	1	53	5	0	1		0	08	0	29.[illegible]	30	[illegible]4	4.8	13	W	256	28	[illegible]	[illegible]	30
[illegible]	[illegible]	56	58	2	52	7	0			0	04	0	29.[illegible]	30	0	9.6	20	NW	0	0	[illegible]	0	31
SUM	SUM					TOTAL	TOTAL	NUMBER OF [illegible]		TOTAL	TOTAL	FOR THE MONTH						TOTAL	%	SUM	SUM	
1803	1562					184	48	PRECIPITATION		1.30	T	30.02	19	[illegible]	6.5	26	NW	18549	100	205	334	
AVG	AVG	AVG	DEP	AVG		DEP	DEP	.01 INCH	10	DEP			DATE	19				POSSIBLE	POSS%	AVG	AVG	
[illegible]4	50.4	60.4	1	[illegible]		-80	42	SNOW, ICE PELLETS		0.78								27734	[illegible]	[illegible]	[illegible]	
NUMBER OF DAYS						SEASON TO DATE		.1.0 INCH	0	GREATEST IN 24 HOURS AND DATE								GREATEST DEPTH ON GROUND OF				
MAXIMUM TEMP		MINIMUM TEMP				TOTAL	TOTAL	THUNDERSTORM	0	PRECIPITATION		SNOW, ICE PELLETS						SNOW, ICE PELLETS OR [illegible] AND DATE				
≥ 90°	≤ 32°	≤ 32°	≤ 0°			3876	48	HEAVY FOG	0	.52	8-9	T						0 3				
1	0	0	0			DEP	DEP	CLEAR 8	[illegible]	CLOUDY 6		CLOUDY 17										
						-788	42															

B - EXTREME - FOR THE MONTH (LAST OCCURRENCE IF MORE THAN ONE)
TRACE AMOUNT
- ALSO ON EARLIER DATE(S)
HEAVY FOG - VISIBILITY 1/4 MILE OR LESS.
BLANK ENTRIES DENOTE MISSING OR UNREPORTED DATA

MAXIMUM TEMP IS NEW RECORD FOR MAY

DATA IN COLS. 7 AND 12-15 ARE BASED ON 7 OR MORE OBSERVATIONS AT 3-HOUR INTERVALS. RESULTANT WIND IS THE VECTOR SUM OF WIND SPEEDS AND DIRECTIONS DIVIDED BY THE NUMBER OF OBSERVATIONS. ONE OF THREE WIND SPEEDS IS GIVEN UNDER FASTEST MILE. FASTEST MILE - HIGHEST RECORDED SPEED FOR EACH MILE OF WIND PASSES STATION (DIRECTION IN COMPASS POINTS). FASTEST OBSERVED ONE MINUTE WIND - HIGHEST ONE MINUTE SPEED (DIRECTION IN TENS OF DEGREES). PEAK GUST - HIGHEST INSTANTANEOUS WIND SPEED (A P APPEARS IN THE DIRECTION COLUMN). [illegible]RORS WILL BE CORRECTED AND CHANGES IN SUMMARY DATA WILL BE ANNOTATED IN THE ANNUAL PUBLICATION.

I CERTIFY THAT THIS IS AN OFFICIAL PUBLICATION OF THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION, AND IS COMPILED FROM RECORDS ON FILE AT THE NATIONAL CLIMATIC DATA CENTER, ASHEVILLE, NORTH CAROLINA, 28801

Livingston

ACTING DIRECTOR
NATIONAL CLIMATIC DATA CENTER

noaa NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION | NATIONAL ENVIRONMENTAL SATELLITE, DATA AND INFORMATION SERVICE | NATIONAL CLIMATIC DATA CENTER ASHEVILLE, NORTH CAROLINA

MAY 1983
PORTLAND, OREGON

JUN 1983 24229
PORTLAND, OREGON
INTERNATIONAL AIRPORT

ISSN 0198-4209

LOCAL CLIMATOLOGICAL DATA

Monthly Summary

NAT WEATHER SERVICE FCST OFC

LATITUDE 45° 36' N LONGITUDE 122° 36' W ELEVATION (GROUND) 21 FEET TIME ZONE PACIFIC WBAN 824229

DATE	TEMPERATURE °F MAXIMUM	MINIMUM	AVERAGE	DEPARTURE FROM NORMAL	AVERAGE DEW POINT	DEGREE DAYS BASE 65°F HEATING (SEASON BEGINS WITH JULY)	COOLING (SEASON BEGINS WITH JAN)	WEATHER TYPES 1 FOG 2 HEAVY FOG 3 THUNDERSTORM 4 ICE PELLETS 5 HAIL 6 GLAZE 7 DUSTSTORM 8 SMOKE, HAZE 9 BLOWING SNOW	SNOW ICE PELLETS OR ICE ON GROUND AT 0400 INCHES	PRECIPITATION WATER EQUIVALENT (INCHES)	SNOW, ICE PELLETS (INCHES)	AVERAGE STATION PRESSURE IN INCHES ELEV 39 FEET ABOVE M S L	WIND (M P H) RESULTANT DIR	RESULTANT SPEED	AVERAGE SPEED	FASTEST MILE SPEED	FASTEST MILE DIRECTION	SUNSHINE MINUTES	SUNSHINE PERCENT OF TOTAL POSSIBLE	SKY COVER (TENTHS) SUNRISE TO SUNSET	SKY COVER (TENTHS) MIDNIGHT TO MIDNIGHT	DAY
1	61	54	58*	-2	51	7	0		0	01	0	29.82	25	2.8	3.9	12	NW	77	8	10	10	1
2	66	55	61	1	49	4	0		0	0	0	29.97	28	4.9	9.1	16	W	535	58	9	9	2
3	68	53	61	1	47	4	0		0	0	0	30.12	30	9.6	9.8	17	W	648	70	8	7	3
4	71	49*	60	0	46	5	0		0	0	0	30.18	32	6.5	7.3	15	NW	854	92	6	4	4
5	72	50	61	1	48	4	0		0	0	0	30.24	33	9.5	10.4	17	NW	855	92	7	5	5
6	80	54	67	6	52	0	2		0	0	0	30.06	32	6.2	6.5	17	NW	710	76	3	2	6
7	88*	57	73*	12	52	0	8		0	0	0	29.77	31	6.5	6.6	14	W	867	93	0	0	7
8	80	58	69	8	54	0	4		0	0	0	29.79	33	5.0	5.3	15	NW	838	90	6	5	8
9	68	58	63	2	51	2	0		0	17	0	29.89	20	7.3	7.6	14	SW	391	42	10	10	9
10	65	54	60	-1	52	5	0		0	34	0	29.90	20	10.8	11.4	20	SW	401	43	9	9	10
11	66	53	60	-2	50	5	0		0	19	0	29.98	20	2.5	4.5	14	W	549	59	9	9	11
12	72	54	63	1	50	2	0		0	01	0	30.06	29	1.6	4.5	10	NW	761	81	7	7	12
13	80	53	67	5	47	0	2		0	0	0	30.01	09	7	5.3	11	W	836	89	4	5	13
14	71	59	65	3	54	0	0		0	13	0	29.85	17	4.3	6.9	20	SW	490	52	10	10	14
15	72	55	64	2	50	1	0		0	01	0	30.09	26	3.3	7.3	20	SW	658	70	7	7	15
16	71	51	61	-2	51	4	0		0	T	0	29.93	30	3.7	3.9	8	W	696	74	9	8	16
17	68	57	63	0	49	2	0		0	05	0	29.84	21	8.6	12.4	20	W	517	59	8	8	17
18	67	54	61	-2	48	4	0		0	07	0	30.04	21	12.0	12.7	18	SW	569	60	9	9	18
19	66	53	60	-3	50	5	0		0	16	0	30.07	22	5.6	8.1	16	N	528	56	8	9	19
20	71	52	62	-1	48	3	0	3	0	01	0	30.00	30	4.7	6.2	14	N	798	85	8	7	20
21	76	50	63	-1	47	2	0		0	0	0	29.94	33	2.9	3.5	10	NW	763	81	5	5	21
22	64	57	61	-3	52	4	0		0	06	0	29.92	17	4.3	7.8	14	W	274	29	10	10	22
23	63	54	59	-5	51	6	0	3	0	14	0	30.00	17	5.4	6.8	21	S	561	60	9	9	23
24	66	52	59	-5	51	6	0		0	09	0	30.11	15	3.1	5.6	9	E	363	39	10	8	24
25	75	52	64	0	53	1	0	1	0	08	0	29.97	33	4.1	5.3	9	W	701	74	10	9	25
26	76	61	69	4	57	0	4		0	T	0	29.92	32	8.5	8.6	14	N	660	70	9	9	26
27	78	58	68	3	54	0	3		0	0	0	30.02	33	5.8	6.6	11	NW	809	86	5	5	27
28	72	57	65	0	55	0	0		0	14	0	29.99	33	5.7	6.3	15	W	635	68	9	8	28
29	67	58	63	-2	55	2	0	1	0	07	0	29.90	07	3.1	5.9	13	E	487	53	9	10	29
30	66	57	62	-3	54	3	0	1	0	22	0	29.81	16	7.1	8.8	17	S	454	49	10	10	30

SUM	2126	SUM	1639				TOTAL	81	TOTAL	23	NUMBER OF DAYS	TOTAL	-1.95	TOTAL	0	FOR THE MONTH	29.97	27	2.5	7	21	S	TOTAL	18383	% POSSIBLE	233	SUM	223
AVG	70.9	AVG	54.6	AVG	62.8	DEP	0.3	AVG	51	DEP	-.47	DEP	-.20	PRECIPITATION .01 INCH OR MORE	18	DEP	0.48						DATE	23			AVG	8.4
NUMBER OF DAYS								SEASON TO DATE				SNOW, ICE PELLETS		GREATEST IN 24 HOURS AND DATES											GREATEST DEPTH ON GROUND OF			
MAXIMUM TEMP				MINIMUM TEMP				TOTAL	3957	TOTAL	71	1.0 INCH OR MORE	0	PRECIPITATION		SNOW, ICE PELLETS									SNOW, ICE PELLETS OR ICE AND DATE			
≥ 90°		≤ 32°		≤ 32°		≤ 0°		DEP	-835	DEP	22	THUNDERSTORMS	2	51	9-10	0									0			
0		0		0		0						HEAVY FOG	0															
												CLEAR 2	PARTLY CLOUDY 8	CLOUDY 20															

* EXTREME FOR THE MONTH - LAST OCCURRENCE IF MORE THAN ONE
T TRACE AMOUNT
+ ALSO ON EARLIER DATE(S).
HEAVY FOG: VISIBILITY 1/4 MILE OR LESS
BLANK ENTRIES DENOTE MISSING OR UNREPORTED DATA

DATA IN COLS 6 AND 12-15 ARE BASED ON 7 OR MORE OBSERVATIONS AT 3-HOUR INTERVALS. RESULTANT WIND IS THE VECTOR SUM OF WIND SPEEDS AND DIRECTIONS DIVIDED BY THE NUMBER OF OBSERVATIONS. ONE OF THREE WIND SPEEDS IS GIVEN UNDER FASTEST MILE. FASTEST MILE - HIGHEST RECORDED SPEED FOR WHICH A MILE OF WIND PASSES STATION (DIRECTION IN COMPASS POINTS). FASTEST OBSERVED ONE MINUTE WIND - HIGHEST ONE MINUTE SPEED (DIRECTION IN TENS OF DEGREES). PEAK GUST - HIGHEST INSTANTANEOUS WIND SPEED (A APPEARS IN THE DIRECTION COLUMN). ERRORS WILL BE CORRECTED AND CHANGES IN SUMMARY DATA WILL BE ANNOTATED IN THE ANNUAL PUBLICATION.

I CERTIFY THAT THIS IS AN OFFICIAL PUBLICATION OF THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION, AND IS COMPILED FROM RECORDS ON FILE AT THE NATIONAL CLIMATIC DATA CENTER, ASHEVILLE, NORTH CAROLINA, 28801

L Ray Hoxit

ACTING DIRECTOR
NATIONAL CLIMATIC DATA CENTER

noaa NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION — NATIONAL ENVIRONMENTAL SATELLITE, DATA AND INFORMATION SERVICE — NATIONAL CLIMATIC DATA CENTER ASHEVILLE NORTH CAROLINA

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LATITUDE 45° 36' N LONGITUDE 122° 36' W ELEVATION (GROUND) 21 FEET TIME ZONE PACIFIC WBAN 824229

DATE	TEMPERATURE °F					DEGREE DAYS BASE 65°F		WEATHER TYPES	SNOW ICE PELLETS OR ICE ON GROUND AT 0400	PRECIPITATION		AVERAGE STATION PRESSURE IN INCHES	WIND (M.P.H.)					SUNSHINE		SKY COVER (TENTHS)		DATE
	MAXIMUM	MINIMUM	AVERAGE	DEPARTURE FROM NORMAL	AVERAGE DEW POINT	HEATING (SEASON BEGINS WITH JUL)	COOLING (SEASON BEGINS WITH JAN)	1 FOG 2 HEAVY FOG 3 THUNDERSTORM 4 ICE PELLETS 5 HAIL 6 GLAZE 7 DUSTSTORM 8 SMOKE, HAZE 9 BLOWING SNOW	INCHES	WATER EQUIVALENT (INCHES)	SNOW, ICE PELLETS (INCHES)	ELEV. 39 FEET ABOVE M.S.L.	RESULTANT DIR.	RESULTANT SPEED	AVERAGE SPEED	FASTEST MILE SPEED	FASTEST MILE DIRECTION	MINUTES	PERCENT OF TOTAL POSSIBLE	SUNRISE TO SUNSET	MIDNIGHT TO MIDNIGHT	
1	2	3	4	5	6	7A	7B	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
1	71	56	64	-2	54	1	0		0	.28	0	29.68	19	8.0	11.5	25	N	488	52	9	9	1
2	69	55	62	-4	53	3	0		0	.27	0	29.95	18	7.8	10.1	14	NW	521	56	9	9	2
3	73	53	63	-3	51	2	0		0	T	0	30.08	06	1.4	4.0	7	SE	794	85	6	6	3
4	82	50	66	0	55	0	1		0	0	0	30.02	31	4.8	5.8	15	N	868	93	2	2	4
5	74	58	66	-1	52	0	1		0	T	0	29.96	31	6.6	7.1	11	N	696	75	9	8	5
6	71	50	65	-2	49	0	0		0	T	0	29.91	29	2.9	8.1	21	N	520	56	10	9	6
7	66	56	61	-6	49	4	0		0	T	0	29.94	31	4.8	5.3	15	N	354	38	10	10	7
8	66	55	61	-6	52	4	0	3	0	.52	0	30.14	23	3.7	5.6	15	N	571	61	9	8	8
9	72	50*	61*	-6	51	4	0	2	0	0	0	30.31	31	4.4	5.6	14	NW	734	79	7	6	9
10	77	53	65	-2	53	0	0		0	0	0	30.27	32	2.5	3.6	10	NW	862	93	4	4	10
11	85	59	72	5	58	0	7	8	0	0	0	30.02	35	3.4	4.9	15	N	850	92	4	4	11
12	72	62	67	-1	58	0	2	1	0	.02	0	29.95	18	10.3	11.1	17	S	154	17	10	10	12
13	68	55	62	-6	58	3	0	1	0	.11	0	29.89	21	7.1	9.5	17	SW	83	9	10	9	13
14	70	54	62	-6	51	3	0		0	.02	0	30.12	29	3.8	7.1	24	NW	603	65	8	7	14
15	69	56	63	-5	52	2	0		0	.01	0	30.06	27	2.4	4.9	18	N	455	49	10	10	15
16	75	59	67	-1	53	0	2		0	0	0	29.83	33	5.9	8.5	21	NW	743	81	6	7	16
17	72	56	64	-4	55	1	0		0	.01	0	29.78	34	1.1	3.9	9	E	491	54	8	8	17
18	80	60	70	2	58	0	5	1	0	1	0	29.82	31	4.6	5.6	11	N	591	65	6	7	18
19	72	62	67	-1	59	0	2	1 3	0	89	0	29.92	18	.8	11.2	33	SW	450	49	9	9	19
20	77	61	69	1	56	0	4		0	0	0	30.09	25	3.8	7.3	14	N	681	75	7	6	20
21	83	58	71	3	57	0	6	1	0	0	0	30.03	32	6.4	7.3	12	N	687	76	3	3	21
22	86	62	74	6	59	0	9		0	0	0	29.94	33	7.1	7.3	17	NW	908	100	0	1	22
23	78	59	69	1	55	0	4		0	0	0	29.97	33	8.5	9.8	15	NW	776	86	7	6	23
24	72	59	66	-3	53	0	1		0	0	0	29.95	34	6.1	6.6	12	N	491	54	9	10	24
25	73	60	67	-2	56	0	2		0	42	0	30.00	34	1.5	5.9	15	N	479	53	9	9	25
26	74	59	67	-2	56	0	2		0	0	0	30.00	36	2.8	4.6	8	NW	566	63	9	9	26
27	72	61	67	-2	58	0	2		0	.12	0	29.96	19	4.7	8.1	14	S	368	41	10	10	27
28	76	62	69	0	56	0	4		0	01	0	30.07	30	5.7	6.3	10	NW	655	73	8	8	28
29	83	57	70	1	56	0	5		0	0	0	30.11	31	6.7	6.9	15	NW	846	95	0	.0	29
30	93*	62	78*	10	58	0	13		0	0	0	29.96	33	5.4	5.9	14	N	838	94	0	1	30
31	81	64	73	5	57	0	8		0	0	0	30.00	36	5.5	7.5	14	NW	636	72	5	6	31
SUM	SUM					TOTAL	TOTAL	NUMBER OF DAYS		TOTAL	TOTAL	FOR THE MONTH:						TOTAL	Σ	SUM	SUM	
2332	1791					27	80			2.68	0	29.99	30	2.6	7.0	33	SW	18759	from	213	211	
AVG	AVG	AVG.	DEP.	AVG.		DEP.	DEP.	PRECIPITATION		DEP						DATE: 19		POSSIBLE	DAYS	AVG.	AVG.	
75.2	57.8	66.5	-1.2	55		-8	-39	> .01 INCH 12		2.22								28415	66	6.9	6.8	

NUMBER OF DAYS				SEASON TO DATE	
MAXIMUM TEMP.		MINIMUM TEMP.		TOTAL	TOTAL
≥ 90°	≤ 32°	≤ 32°	≤ 0°	27	151
1	0	0	0	DEP. -8	DEP. -17

SNOW, ICE PELLETS	
> 1.0 INCH	0
THUNDERSTORMS	2
HEAVY FOG	1
CLEAR 5 PARTLY CLOUDY 9 CLOUDY 17	

GREATEST IN 24 HOURS AND DATES		
PRECIPITATION	SNOW, ICE PELLETS	
.89	19	0

GREATEST DEPTH ON GROUND OF SNOW, ICE PELLETS OR ICE AND DATE	
0	

* EXTREME FOR THE MONTH - LAST OCCURRENCE IF MORE THAN ONE.
T TRACE AMOUNT.
◆ ALSO ON EARLIER DATE(S).
HEAVY FOG: VISIBILITY 1/4 MILE OR LESS.
BLANK ENTRIES DENOTE MISSING OR UNREPORTED DATA.

AVERAGE TEMP. IS NEW RECORD LOW FOR JULY.
FUNNEL CLOUD OBSERVED ON JULY 7TH.

DATA IN COLS 6 AND 12-15 ARE BASED ON 7 OR MORE OBSERVATIONS AT 3-HOUR INTERVALS. RESULTANT WIND IS THE VECTOR SUM OF WIND SPEEDS AND DIRECTIONS DIVIDED BY THE NUMBER OF OBSERVATIONS. ONE OF THREE WIND SPEEDS IS GIVEN UNDER FASTEST MILE: FASTEST MILE - HIGHEST RECORDED SPEED FOR WHICH A MILE OF WIND PASSES STATION (DIRECTION IN COMPASS POINTS). FASTEST OBSERVED ONE MINUTE WIND - HIGHEST ONE MINUTE SPEED (DIRECTION IN TENS OF DEGREES). PEAK GUST - HIGHEST INSTANTANEOUS WIND SPEED (A / APPEARS IN THE DIRECTION COLUMN). ERRORS WILL BE CORRECTED AND CHANGES IN SUMMARY DATA WILL BE ANNOTATED IN THE ANNUAL PUBLICATION.

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JUL 1983
PORTLAND, OREGON

CITY OF
PORTLAND, OREGON
DEPARTMENT OF PUBLIC WORKS

Mike Lindberg, Commissioner
Bureau of Street & Structural Engineering
1120 S.W. 5th Avenue, Room 802
Portland, Oregon 97204-1971
(503) 796-7004

June 30, 1983

Aichele-Ben Fox-Landscaping
Attn: Lorene K. Aichele
11360 SE Stevens Road
Portland, Oregon 97266

RE: I-5 Freeway - N. Greeley Avenue (N. Going Street)
Contract No. 9490

Dear Lorene:

I have talked with personnel with the ODOT Landscaping in Salem and they disagree with your contention of not being able to replant on the project. Therefore, the liquidated damages of $36.69 per day, from May 19, 1983, will continue until the replanting is completed. I suggest that you read pages 92 and 93 of the special provisions so that you are familiar with the requirements of the establishment period for landscaping.

Sincerely,

Brett I. Kesterson

Brett I. Kesterson, P.E.
Project Manager
Bureau of Street & Structural Engineering

BIK:mh

c: E. Lee Robinson Construction Co.

LANCE STAAB NURSERY

Phone 663-4011 12940 S. E. LANI LANE BORING, OREGON 97009

June 24, 1983

Aichele-Ben Fox-Landscaping

11360 SE Stevens Rd.

Portland, Or. 97266

Dear Sir,.

This is to advise you to delay the planting of I 5 Greeley job till the Fall of 1983. The weather this spring prohibited any planting and continues to be counterproductive. The material required for the job is not available at this time because it is past their planting time. I understand that there will be no irrigation available and this is a detrimental factor when the hot summer and fall weather arrives.

Yours Truly,

Lance C. Staab

Staab's Nursery

"Not the Biggest, But the Best"

CITY OF
PORTLAND, OREGON
DEPARTMENT OF PUBLIC WORKS

Mike Lindberg, Commissioner
Bureau of Street & Structural Engineering
1120 S.W. 5th Avenue, Room 802
Portland, Oregon 97204-1971
(503) 796-7004

May 4, 1983

E. Lee Robinson Construction Co.
Attn: Randy Robinson
P.O. Box 23248
Tigard, Oregon 97223

RE: I-5 Freeway - N. Greeley Ave. (N. Going Street)
Contract No. 9490

Dear Randy:

The landscaping inspection on May 2, 1983 identified the following deficiencies:

1) All landscaping areas need weeding and the application of a herbicide to prevent future growth of weeds.

2) Trees along Wall No. 3B between Sta. 8+20 and 9+00 need to be replaced or restaked.

3) Replace dead plants in parking strip on the north side of N. Going Street from N. Gay Avenue to N. Interstate Avenue.

4) An English Yew needs to be replaced in front of Wall No. 2.

5) Three Western Hemlock trees need to be repalced downhill from Sta. 0+00 of Wall No. 3A.

6) Spray all of the Winged Euonymus for aphids.

7) Spray all of the fir trees for scales.

Two weeks before the August 1, 1983 inspection you shall apply a herbicide to kill the existing weeds. Then after the August inspection you shall do any necessary weeding.

Sincerely,

Brett I. Kesterson

Brett I. Kesterson, P.E.
Project Manager
Bureau of Street & Structural Engineering

BIK:mh

CITY OF
PORTLAND, OREGON
DEPARTMENT OF PUBLIC WORKS

Mike Lindberg, Commissioner
Bureau of Street & Structural Engineering
1120 S.W. 5th Avenue, Room 802
Portland, Oregon 97204-1971
(503) 796-7004

March 17, 1983

E. Lee Robinson Construction Company
Attn: Randy Robinson
P.O. Box 23248
Tigard, Oregon 97223

Dear Randy:

I have tentatively set the following dates for inspection of the landscaping.

a) May 2, 1983
b) August 1, 1983
c) October 31, 1983

As each date approaches, I will determine a time mutually acceptable for the inspection. Please carefully read page 92 of the Special Provisions so there is no misunderstanding about your responsibilities.

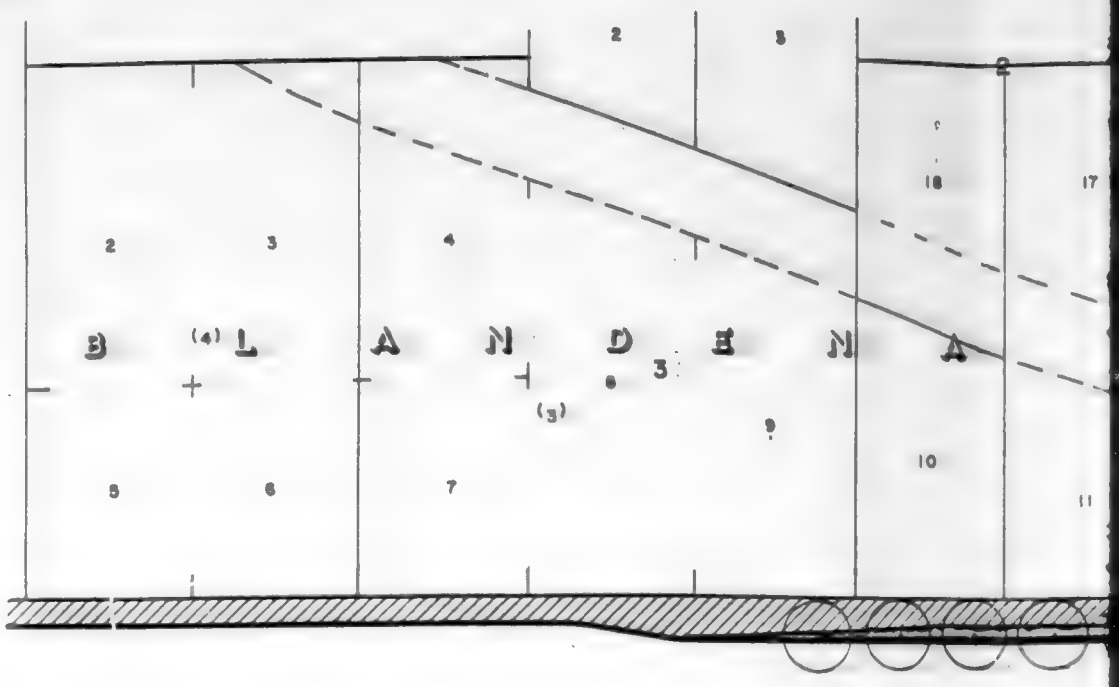
Sincerely,

Brett I. Kesterson

Brett I. Kesterson, P.E.
Project Manager
Bureau of Street & Structural Engineering

BIK:mw

SHEET No. 7
TOTAL SHEETS See Index



N. G

1	2	3	4	5	6	7
					H 4	E

NOTE

· STREET TREE LOCATIONS TO BE VERIFIED IN FIELD BY PORTLAND CITY FORESTER.

NO	DATE	DESCRIPTION	APPD.

REVISION

CONSTRUCTED BY
PROJECT COMPLETED
MAP CORRECTED BY
DATA ENTERED ON 1/4 SEC. MAP BY _____ CHECKED BY _____
DATA ENTERED ON DIST. MAP BY _____ CHECKED BY _____

FINAL MAP DATA

DESIGNED BY	DATE APPROVED
DRAWN BY	DIV. ENGINEER
CHECKED BY	RESOLUTION NO
FILE NO	UNDERGROUND

CITY OF PORTLAND, OREGON

APPROVALS:

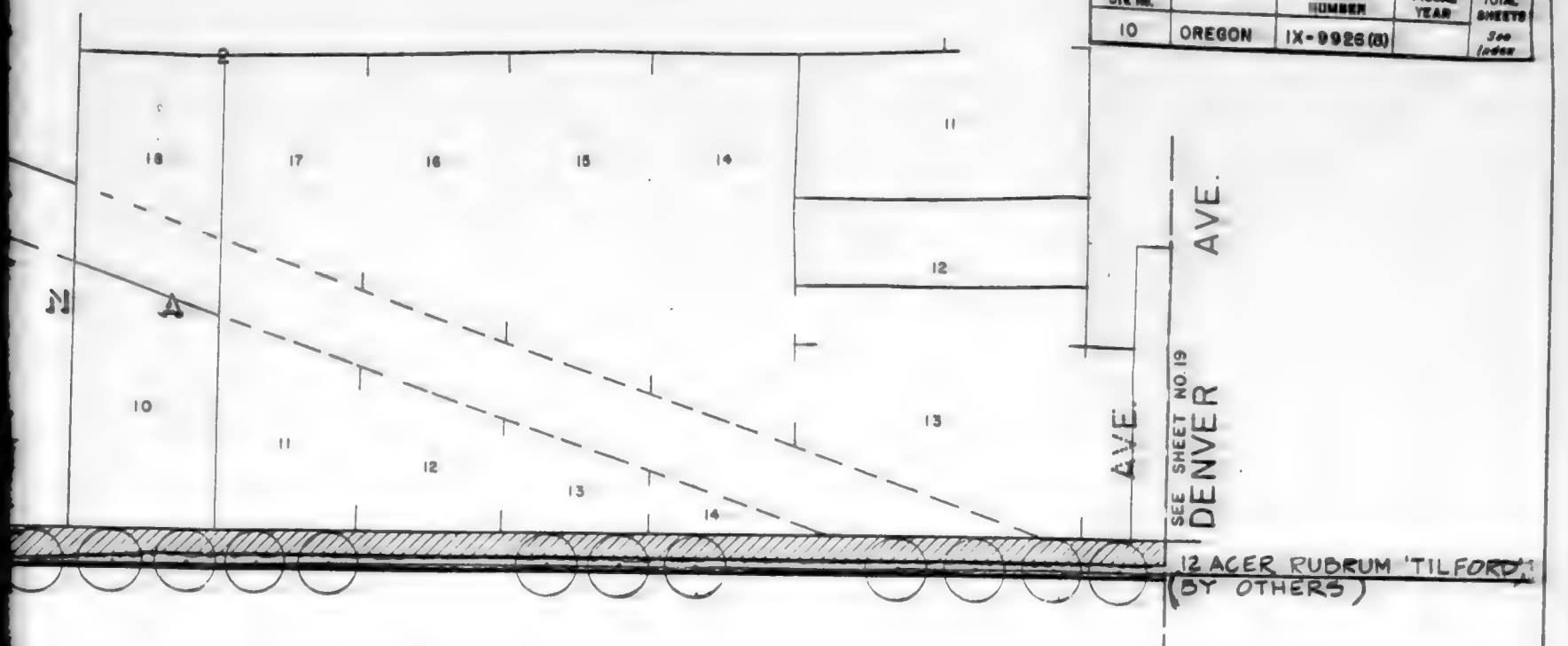
BUREAU CHIEF REG. PROF. ENGR.

CITY ENGINEER REG. PROF. ENGR.

D

16V-131

I-5 Freeway - N. Greeley Ave. Sec. N. GOING ST. MULTNOMAH COUNTY				SHEET No. 18
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
10	OREGON	IX-9926(8)		See Index



0 30 50 100

TO BE VERIFIED BY FORESTER.

LEGEND

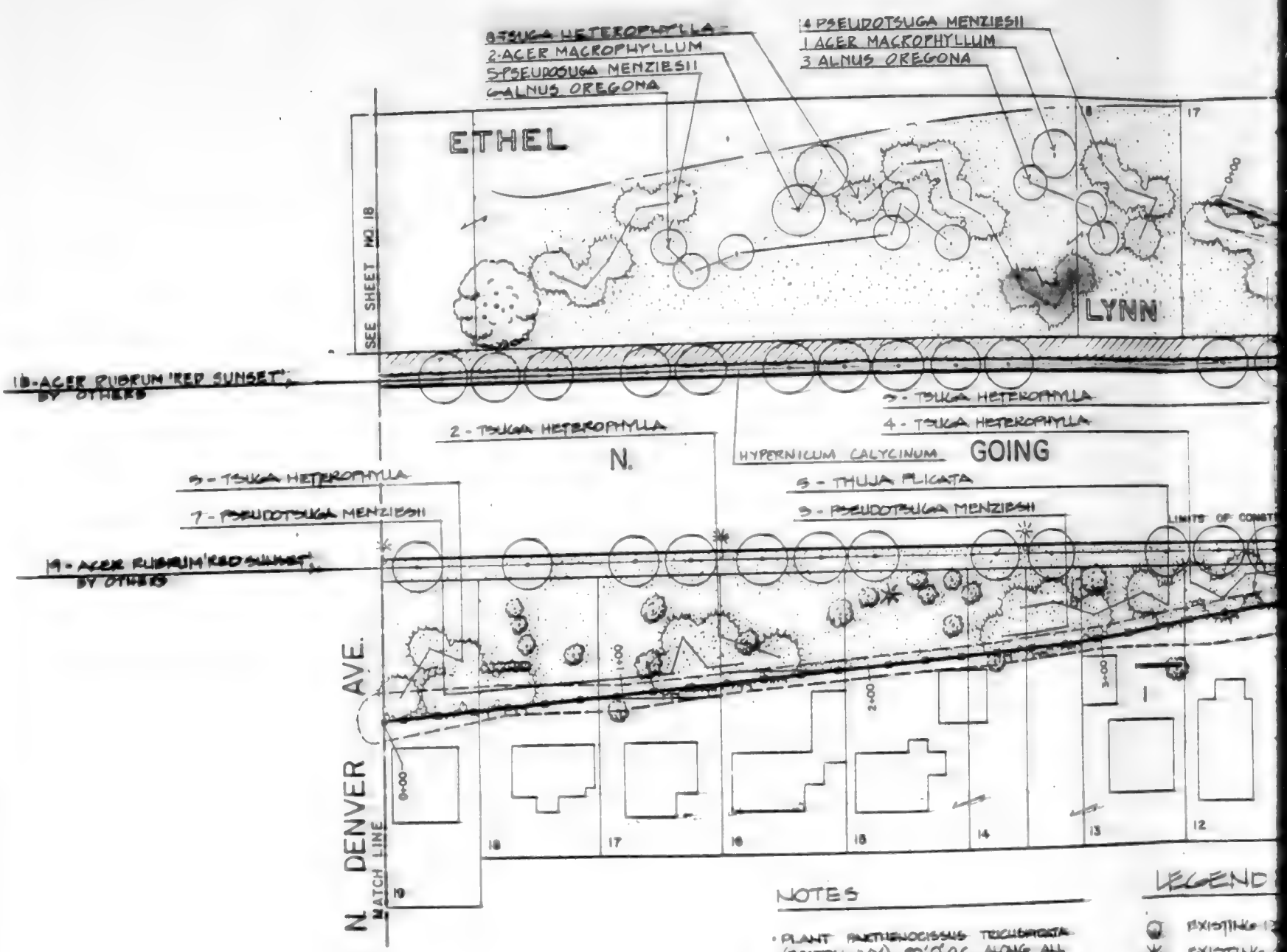
PROPOSED HYPERICUM CALYCINUM 12" O.C.

PROPOSED DECIDUOUS TREE

NOTE
THE SCALE OF THIS PRINT IS APPROXIMATELY 46% OF THE ORIGINAL DRAWING.
DO NOT SCALE

CITY OF PORTLAND, OREGON
DEPARTMENT OF PUBLIC WORKS

PROV. ENGR.
PROV. ENGR.
1/4 SECTION
JOB NO
SHEET NO
OF



NOTES

- PLANT PARTHENOCISSUS TRICUSPIDATA (BOSTON IVY) 20'-0" O.C. ALONG ALL NOISE BARRIER WALLS - GOING ST. SIDE.
- STREET TREE LOCATIONS TO BE VERIFIED IN FIELD BY PORTLAND CITY FORESTER.

LEGEND

- EXISTING
- EXISTING
- EXISTING
- PROPOSED
- PROPOSED
- PROPOSED
- PROPOSED

NO	DATE	DESCRIPTION	APPR

REVISION

CONSTRUCTED BY
PROJECT COMPLETED
MAP CORRECTED BY
DATA ENTERED ON 3 AS DEC. MAP BY _____ CHECKED BY _____
DATA ENTERED ON DIST. MAP BY _____ CHECKED BY _____

FINAL MAP DATA

DESIGNED BY JW	DATE APPROVED
DRAWN BY JLJ	DIV. ENGINEER
CHECKED BY	RESOLUTION NO
FILE NO	UNDERGROUND

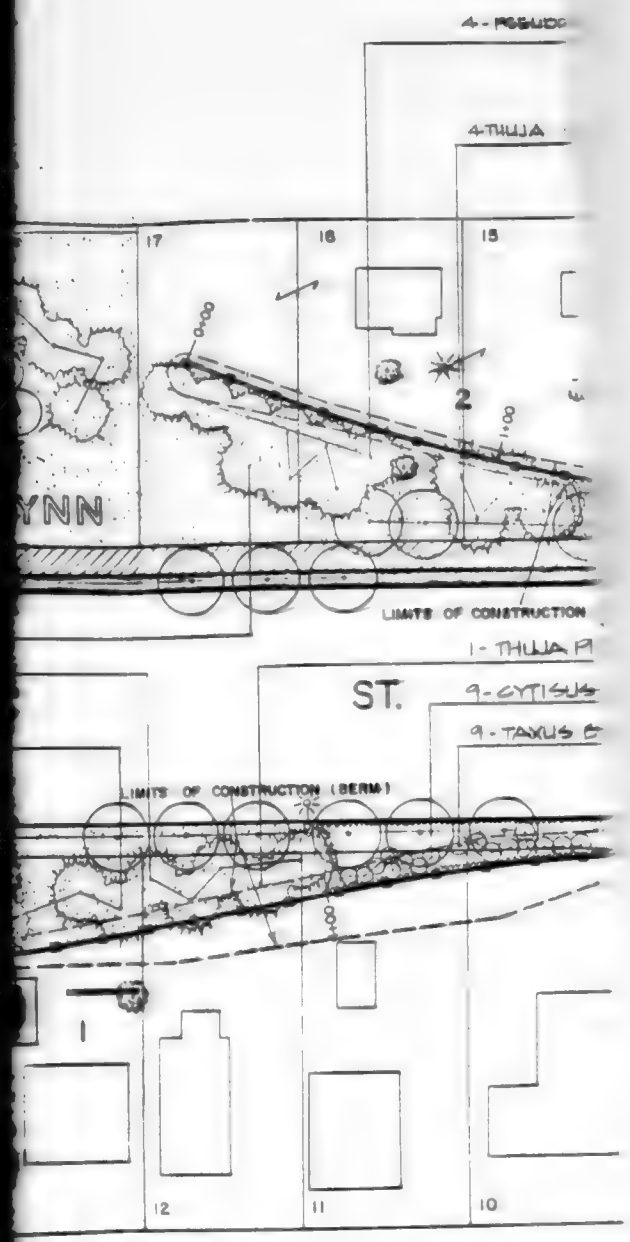
APPROVALS:

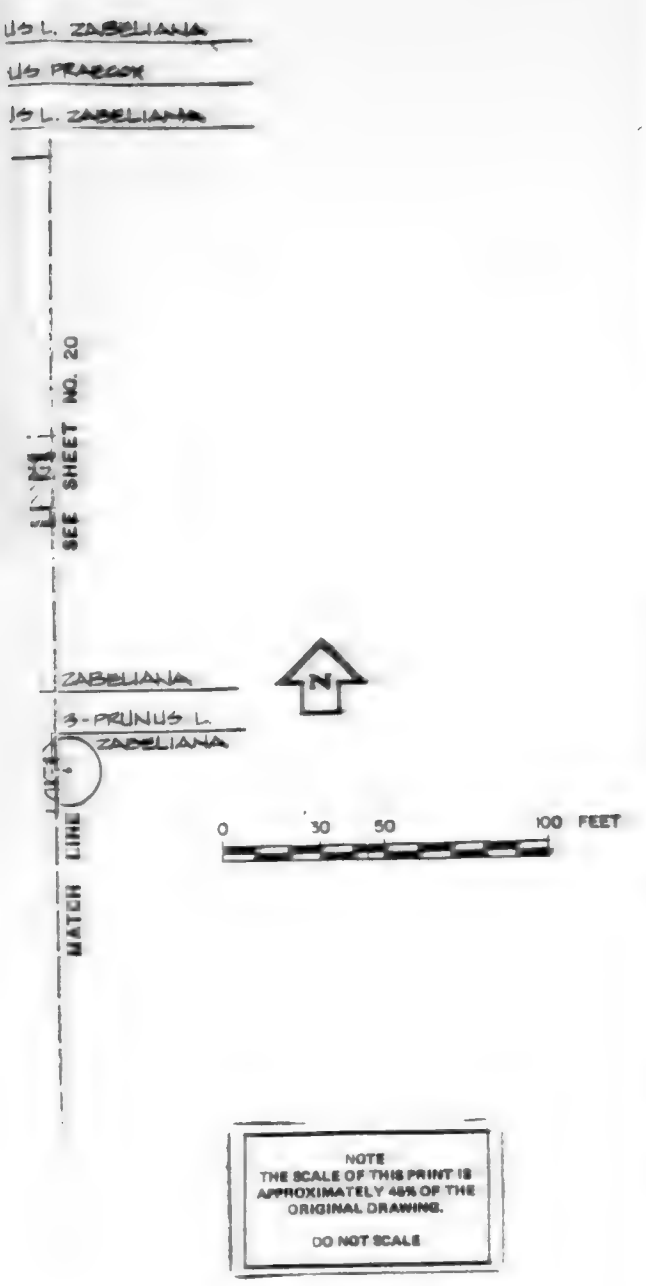
BUREAU CHIEF _____ REG. PROF. ENGR.

CITY ENGINEER _____ REG. PROF. ENGR.

16V-131

I-5 Freeway - N. Greeley Ave. Sec. N. GOING ST. MULTNOMAH COUNTY				SHEET No. 19
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
10	OREGON	IX-9926(8)		See Index





LEGEND

- EXISTING DECIDUOUS TREE
- EXISTING CONIFEROUS TREE
- EXISTING ARBORVITAE
- PROPOSED MEADOW GRASS (HYDROSEEDED)
- PROPOSED GRASS (HYDROSEEDED)
- PROPOSED HYPERICUM CALYCINUM 12" o.c.
- PROPOSED VINCA MAJOR 24" O.C.

NOTE
THE SCALE OF THIS PRINT IS APPROXIMATELY 45% OF THE ORIGINAL DRAWING.

DO NOT SCALE

CITY OF PORTLAND, OREGON

DEPARTMENT OF PUBLIC WOR

DATE

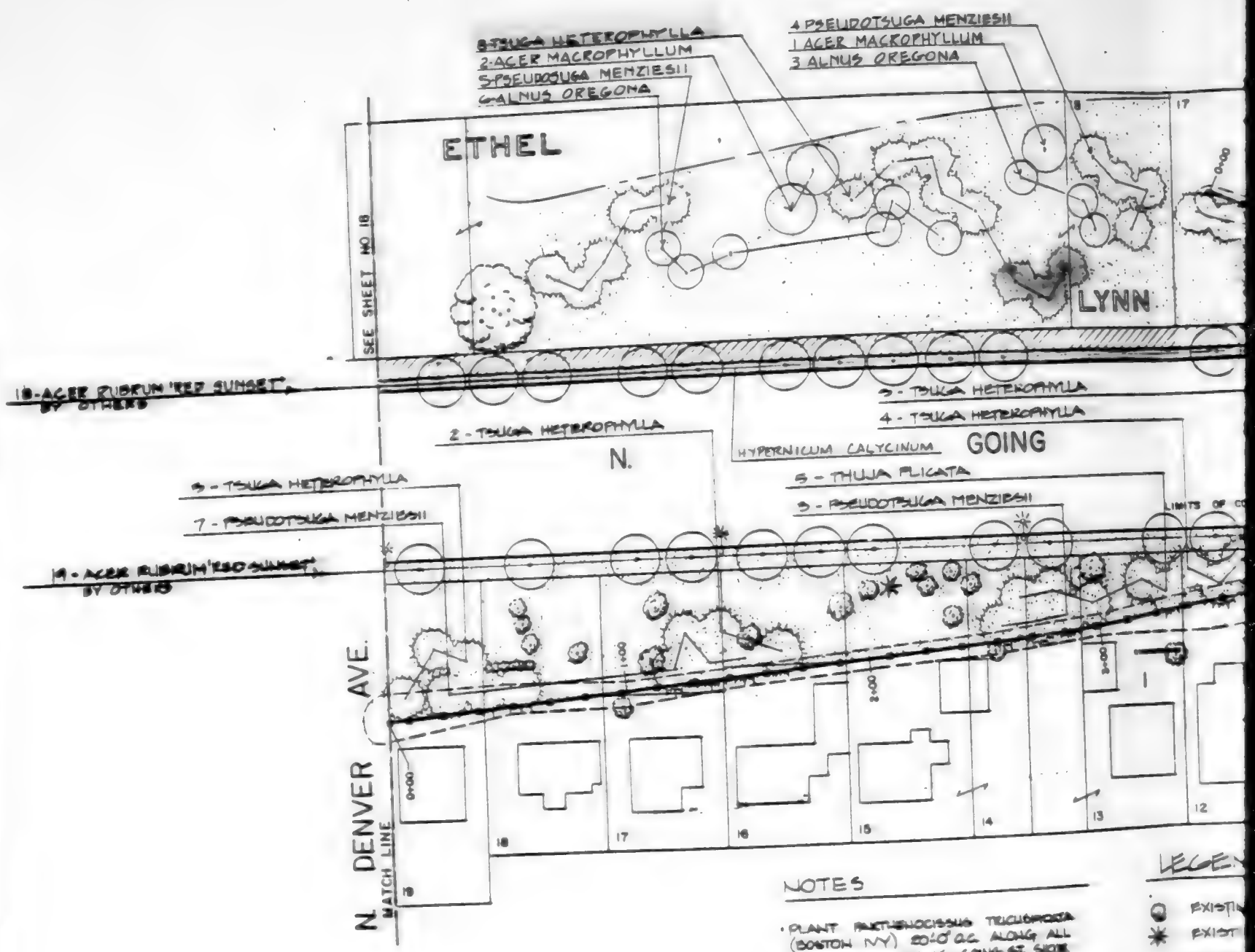
LOG

1/4 SECTION

JOB NO

SHEET NO

OF



NOTES

- PLANT PARTHENOCISSUS TRICUSPIDATA (BOSTON IVY) 20'-0" O.C. ALONG ALL NOISE BARRIER WALLS GOING ST. SIDE
- STREET TREE LOCATIONS TO BE VERIFIED IN FIELD BY PORTLAND CITY FORESTER

LEGEND

EXISTING
EXISTING
EXISTING
PROPOSED
PROPOSED
PROPOSED
PROPOSED

NO	DATE	DESCRIPTION	APPD
		REVISION	

CONSTRUCTED BY
PROJECT COMPLETED
MAP CORRECTED BY
DATA ENTERED ON 1/4 SEC MAP BY _____ CHECKED BY _____
DATA ENTERED ON GIST MAP BY _____ CHECKED BY _____

FINAL MAP DATA

DESIGNED BY JW	DATE APPROVED
DRAWN BY JLC	DIV ENGINEER
CHECKED BY	RESOLUTION NO
FILE NO	UNDERGROUND

APPROVALS:

BUREAU CHIEF _____ REG. PROF. ENG.

CITY ENGINEER _____ REG. PROF. ENG.

16V-131

I-5 Freeway - N. Greeley Ave. Sec. N. GOING ST. MULTNOMAH COUNTY				SHEET No. 19
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
10	OREGON	IX-9929(8)		See Index

4 - PSEUDOTSUGA MENZIESII

11 - PRUNUS L. ZABELIANA

4 - THUJA PLICATA

7 - CYTISUS PRAECOX

10 - PRUNUS L. ZABELIANA

NOTE
THE SCALE OF THIS PRINT IS APPROXIMATELY 45% OF THE ORIGINAL DRAWING.
DO NOT SCALE

LEGEND

- EXISTING DECIDUOUS TREE
- EXISTING CONIFEROUS TREE
- EXISTING ARBORVITAE
- PROPOSED MEADOW GRASS (HYDROSEEDED)
- PROPOSED GRASS (HYDROSEEDED)
- PROPOSED HYPERICUM CALYCINUM 12" O.C.
- PROPOSED VINCA MAJOR 24" O.C.
- PROPOSED SHRUB
- PROPOSED DECIDUOUS TREE
- PROPOSED CONIFEROUS TREE

CITY OF PORTLAND, OREGON
DEPARTMENT OF PUBLIC WORKS

1/4 SECTION
JOB NO
SHEET NO
07

N

0 30 50 100 FEET

5 - ACER PLATANOIDES, BY OTHERS
11 - CYTISUS PRAECOX
10 - EUONYMUS ALATUS
17 - TAXUS B. REPANDENS
8 - CYTISUS PRAECOX
17 - TAXUS B. REPANDENS
3 - PRUNUS L. ZABELIANA
HYPERICUM CALYCINUM

N. COLONIAL AVE.

ERWIN

ETHEL

AVE.

SEE SHEET NO. 19

GOING

HYPERICUM CALYCINUM
3 - PICEA EXCELSA
4 - PICEA EXCELSA
9 - EUONYMUS ALATUS
VINCA MAJOR

N.

MATCH LINE

LYNN

11 - CYTISUS PRAECOX
12 - PRUNUS L. ZABELIANA

CONCORD

N. COLONIAL AVE.

10 - TAXUS B. REPANDENS
12 - TAXUS B. REPANDENS
4 - ACER PLATANOIDES, BY OTHERS

ADD.

N.

NOTES

- ALL LANDSCAPE WORK SHOWN ON THIS SHEET SHALL BE CONSTRUCTED WITHIN PHASE 2.
- STREET TREE LOCATIONS TO BE VERIFIED IN FIELD BY PORTLAND CITY FORESTER.
- PLANT PARTHENOCISSUS TRICUSPIDATA- (BOSTON IVY) 20'-0" O.C. ALONG ALL NOISE BARRIER WALLS - GOING ST. SIDE.

NO	DATE	DESCRIPTION	APPD.

REVISION

CONSTRUCTED BY
PROJECT COMPLETED
MAP CORRECTED BY
DATA ENTERED ON 1/4 SEC. MAP BY _____ CHECKED BY _____
DATA ENTERED ON DIST. MAP BY _____ CHECKED BY _____

FINAL MAP DATA

DESIGNED BY JW	DATE APPROVED
DRAWN BY JLW	DIV. ENGINEER
CHECKED BY	RESOLUTION NO
FILE NO	UNDERGROUND

APPROVALS:

BUREAU CHIEF _____ REG. PROF. ENG.

CITY ENGINEER _____ REG. PROF. ENG.

DE

16V-131

I-5 Freeway - N. Greeley Ave. Sec. N. GOING ST. MULTNOMAH COUNTY				SHEET No. 20
FED. ROAD DIV. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
10	OREGON	IX-9926(8)		See index

19 - TAXUS B. REPANDENS

29 - CYTISUS PRAECOX

ERWIN & WATSON

4 - ACER PLATANOIDES

3 - ACER RUBRUM 'RED SUNSET' BY OTHERS

33 - ACER RUBRUM 'GERLING' BY OTHERS

HYPERICUM CALYCINUM

SEE SHEET NO. 21

AVE.

ST.

16 - ACER R 'GERLING' BY OTHERS

3 - THUJA PLICATA

INTERSTATE

ASPHALT WALK & SEATING AREA 2" CLASS 'C' A.C. ON 1'-0 AGGREGATE BASE - 2" THICK SEE SHT. 3F

VINCA MAJOR

9 - ILEX CRENATA 'CONVEXA'

2 - ACER RUBRUM 'RED SUNSET' BY OTHERS

14 - MAHONIA AQUIFOLIUM

MATCH LINE

24 - CYTISUS PRAECOX

7 - EUONYMUS ALATUS

INSTALL BENCH SEE DETAIL SHT. 3F

ADD.

REPANDENS

REPANDENS

ANOIDES, BY OTHERS

1 - ACER PLATANOIDES, BY OTHERS

5 - PSEUDOTSUGA MENZIESII

51 - ACER PLATANOIDES, BY OTHERS

APE WORK SHOWN ON SHALL BE CONSTRUCTED ASE 2.

LOCATIONS TO BE VERIFIED PORTLAND CITY FORESTER.

HEDEROCISSUS TRICUSPIDATA-) 20'-0" O.C. ALONG ALL WALLS-GOING ST. SIDE.

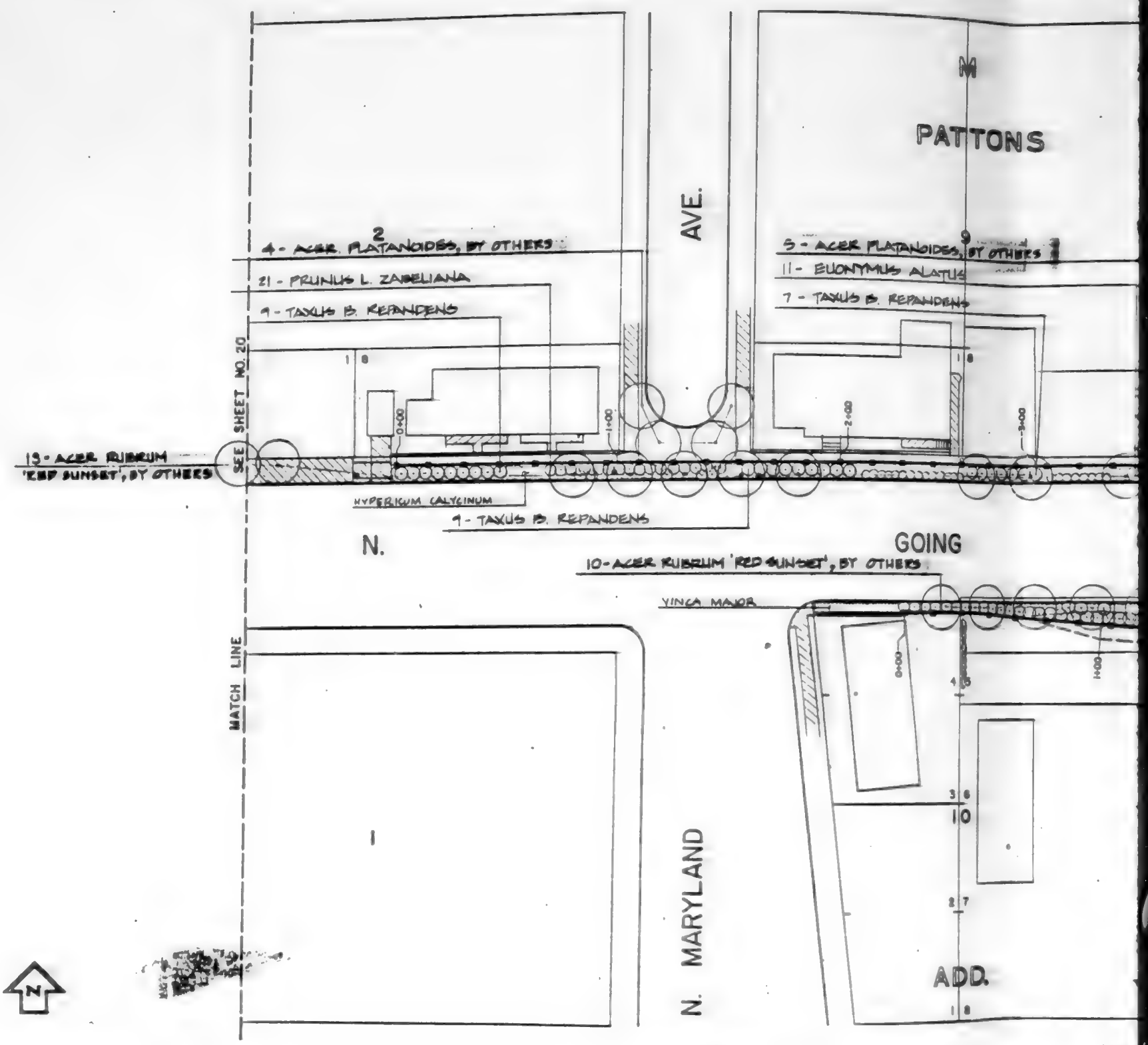
LEGEND

- EXISTING ARBORVITAE
- PROPOSED GRASS (HYDROSEEDED)
- PROPOSED HYPERICUM CALYCINUM 12" O.C.
- PROPOSED VINCA MAJOR 24" O.C.
- PROPOSED SHRUB
- PROPOSED DECIDUOUS TREE
- PROPOSED CONIFEROUS TREE

NOTE
THE SCALE OF THIS PRINT IS APPROXIMATELY 48% OF THE ORIGINAL DRAWING.
DO NOT SCALE

CITY OF PORTLAND, OREGON
DEPARTMENT OF PUBLIC WORKS

T & SECTION
JOB NO
SHEET NO
OF



NOTES

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- STREET TREE LOCATIONS TO BE VERIFIED IN FIELD BY PORTLAND CITY FORESTER.
- PLANT PARTHENOCISSUS TRICUSPIDATA (BOSTON IVY) 20'-0" OC. ALONG ALL NOISE BARRIER WALLS - GOING ST. SIDE

LEG

NO	DATE	DESCRIPTION	APPD.

REVISION

CONSTRUCTED BY
PROJECT COMPLETED
MAP CONNECTED BY
DATA ENTERED ON 1/4 SEC. MAP BY _____ CHECKED BY _____
DATA ENTERED ON DIST. MAP BY _____ CHECKED BY _____

FINAL MAP DATA

DESIGNED BY JW	DATE APPROVED
DRAWN BY JLJ	DIV. ENGINEER
CHECKED BY	RESOLUTION NO
FILE NO	UNDERGROUND

APPROVALS:

BUREAU DIRECTOR — REG. PROF. ENGR.

CITY ENGINEER — REG. PROF. ENGR.

DEPARTM

16V-131

I-5 Freeway - N. Greeley Ave. Sec. N. GOING ST. MULTNOMAH COUNTY				SHEET No. 21
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
10	OREGON	IX-9926 (6)		See Index

M

PATTONS

AVE.

12

9

TANOIDES, BY OTHERS

ALATUS

EPANDENS

19 - EUONYMUS ALATUS

7

8

HYPERICUM CALYCINUM

FREEWAY

GOING ST.

27 - CYTISUS PRAECOX

14 - TAXUS B REPANDENS

7 - PICEA P. GLAUCA

VINCA MAJOR

15 - EUONYMUS ALATUS

6 - PICEA P. GLAUCA

5 - PSEUDOTSUGA MENZIESII

3

11

2

1 8

3 6

10

2 7

ADD.

1 8

N. MONTANA

MINNESOTA

LEGEND

EXISTING ARBORVITAE

PROPOSED GRASS (HYDROSEEDED)

PROPOSED HYPERICUM CALYCINUM 12" O.C.

PROPOSED VINCA MAJOR 24" O.C.

PROPOSED SHRUB

PROPOSED DECIDUOUS TREE

PROPOSED CONIFEROUS TREE

NOTE
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DO NOT SCALE

CITY OF PORTLAND, OREGON
DEPARTMENT OF PUBLIC WORKS

1/4 SECTION

JOB NO

SHEET NO

STATE COPY

r11

cc: OSHD (Coulter)

US Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

REGION NO.	REPORT NO.	COUNTY	DIVISION
10	2	Multnomah	Oregon

DATE OF REPORT	REPORT MADE BY	PROJECT NO.
10/30/84	T. P. Lowe, Area Engineer	IX-9926(8)

COMPLETION DATE (Actual)	ACCEPTANCE DATE BY CONRTACT AGENCY	TIME ELAPSED	CONTRACT TIME
1/10/83	4/16/84	100 %	180 days

LOCATION

See Below

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)
A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

I-5 TO GREELEY AVENUE
NORTH GOING STREET
Sound Barrier, Sidewalk & Landscaping

The project provided for concrete sound barriers, landscaping and bike - pedestrian path.

The fianl cost of $730,583 overran the original authorization by two percent.

NOTED
W. E. SCHWARTZ

RECEIVED
STAT HWY ENGR
OCT 31 '84
REFER TO
FOR
Info | Invest | R/D | D/R | Sign | Act | File

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE: T. P. Lowe		SIGNATURE: G. K. Hossner	
TITLE: Area Engineer	DATE: 10/30/84	TITLE: Field Operations Engineer	DATE: 10/30/84

FORM FHWA 1446B Rev. 2-84) PREVIOUS EDITIONS MAY BE USED.

April 24, 1984

Safeco Insurance Co. of America
4101 SW Kruse Way
Lake Oswego, OR 97034

CON 5
#9490

Gentlemen or Ladies:

On April 20, 1984, we wrote to you concerning release of final payment on Contract No. 9490 awarded to E. Lee Robinson Construction Co. for work on the I-5 Freeway-North Greeley Avenue Section (Portland) of the North Going Street in Multnomah County.

Final payment on this contract is $1000 and the total contract amount is $604,600.42. No work was performed under force account.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

kjm

cc: E. Lee Robinson Construction Co.
11125 SW Greenburg Road
Tigard, OR 97223

bc: C. O. Fredricksen
Walt Hart
K. L. Hardt

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State
MONTHLY TRANSACTION NUMBER 3-198		Oregon
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Multnomah
MODIFICATION NUMBER 1		Project Number IX-9926(8)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on June 26 , 19 82 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 699,294.00	$ 737,000.00
Federal funds	$ 594,399.00	$ 626,450.00
Other revisions		

This modification is made for the following reasons: to include increase in construction costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 23rd day of March , 19 .

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Wayne Holland

For Manager, Program Section
(Title)

XBy For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Gen. File

Oregon State Highway Division
Salem, Oregon March 20, 1984

Federal-Aid Project No. IX-9926(8)

I-5 Freeway - N. Greely Ave. Section
N. Going St. (Portland)
Multnomah County

REVISED PROJECT AGREEMENT ESTIMATE

Type Code Y220
Sound Barrier

Subtotal of previous estimate of June 11, 1982			$	545,606.61
Additional Items				
Adjust City Water Bureau Facility (S.F.O. #1)		All Required	$	14,237.94
Furnish and Plant Trees (S.F.O. #3)		All Required		37,975.16
Class "B" & "C" Asphalt Concrete (P.A. #5)	84 Ton	70.00		5,880.00
Adjust City Water Facilities (S.F.O. #1)		All Required		14,237.97
		Increase	$	72,331.07
		Subtotal	$	617,937.68
		Engineering		73,720.32
		Total	$	691,640.00

Type Code Y031
Traffic Signals (1 location: Interstate Ave.)

Subtotal of previous estimate of June 11, 1982		$	34,486.70
Additional Items			
Modify Signal Installation	All Required	$	6,221.12
	Subtotal	$	40,707.82
	Engineering		4,652.18
	Total	$	45,360.00

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	City ~~State~~ Funds
Sound Barriers	$ 691,640.00	$ 587,894.00	$ 103,746.00
Traffic Signals	45,360.00	38,556.00	6,804.00
Total	$ 737,000.00	$ 626,450.00	$ 110,550.00

Group 1 100%
Contract No. 9490
Prefix: 326-1966
Prefix: 326-1054
Prefix: 426-1038

RHZ:bkb

OMB No. 04-R2089

TO BE COMPLETED BY FHWA	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State
MONTHLY TRANSACTION NO.		Oregon
	FEDERAL-AID PROJECT AGREEMENT	County
		Multnomah
		Project No.
		IX-9926(8)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-5 Freeway - N. Greeley Ave. (Portland)

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	5-5-82	3.00
OTHER *(Specify)*		

FUNDS PRO RATA 85.0%

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 699,294.00	$ 594,399.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By _____

Program Management Engineer
(Title)

XX By For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By _____

(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
(Division Administrator)

For: Dale E. Wilken

Date executed by
Division Administrator _____

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. **RESPONSIBILITY FOR WORK**

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. **HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT.** The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. **PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY.** In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. **PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES.** In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. **INTERSTATE SYSTEM PROJECT.** (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including ramps and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term "toll road" does not include toll bridges or toll tunnels.

6. **PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT.** (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. **STAGE CONSTRUCTION.** The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. **BOND ISSUE PROJECT.** Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. **SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT.** The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. **PARKING REGULATION AND TRAFFIC CONTROL.** The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Oregon State Highway Division
Salem, Oregon June 11, 1982

Federal-Aid Project
No. IX-9926(8)

I-5 Freeway - N. Greeley Ave. Section
N. Going St. (Portland)
Multnomah County

PROJECT AGREEMENT ESTIMATE

Type Code Y220
Sound Barrier

Mobilization	(93 %)	All Required	$ 47,811.30
Temporary Protection and Direction of Traffic		All Required	7,500.00
Temporary Signs	290 Sq. Ft.	18.00	5,220.00
Temporary Barricades	6 Each	80.00	480.00
Temporary Plastic Safety Markers	30 Each	50.00	1,500.00
Sequential Arrow Signs	2 Each	1,500.00	3,000.00
Flagmen	250 Hour	23.50	5,875.00
Clearing and Grubbing		All Required	12,735.00
Removal of Structures and Obstructions		All Required	18,313.00
Removal of Buildings		All Required	970.00
Embankment in Place	2,600 Cu. Yd.	6.30	16,380.00
Furnishing and Placing Topsoil	950 Cu. Yd.	11.00	10,450.00
1"-0 Aggregate Base	65 Cu. Yd.	9.50	617.50
Class "B" or "C" Asphalt Concrete	180 Ton	70.00	12,600.00
Plain Concrete Pavement	110 Cu. Yd.	85.00	9,350.00
8-inch Sewer Pipe	232 Lin. Ft.	21.32	4,946.24
Concrete Manholes	2 Each	945.00	1,890.00
Concrete Inlets, Standard	11 Each	315.00	3,465.00
Concrete Inlets, Field	1 Each	472.50	472.50
Concrete Inlets, Double	2 Each	525.00	1,050.00
Sidewalk Drains	1 Each	100.00	100.00
Concrete Walks and Driveways	260 Cu. Yd.	97.60	25,376.00
Concrete Stairs	24 Lin. Ft.	13.00	312.00
Concrete Curbs	1,375 Lin. Ft.	8.53	11,728.75
Concrete Barrier	69 Lin. Ft.	100.00	6,900.00
Adjusting Manholes	3 Each	75.00	225.00
Precast Concrete Panels	22,424 Sq. Ft.	9.23	206,973.52
Precast Concrete Pilasters	2,652 Lin. Ft.	27.14	71,975.28
Pilaster Footing	931 Lin. Ft.	9.40	8,751.40
Weep-holes	11 Each	10.00	110.00

Saw Cutting Top of Concrete Panels	43 Lin. Ft.	15.00	645.00
Removal of Existing Sign Installations		All Required	800.00
Wood Sign Posts		All Required	400.00
Sign Support Footings		All Required	900.00
Single Post Slip Base Sign Supports		All Required	725.00
Type "A" Signs in Place	43 Sq. Ft.	24.00	1,032.00
Type "D" Signs in Place	16 Sq. Ft.	11.00	176.00
Move and Reinstall Existing Signs		All Required	713.00
Removal of Existing Illumination		All Required	1,226.00
Roadway Illumination Installation Complete		All Required	4,501.00
Roadside Seeding and Mulching	54,000 Sq. Ft.	0.06	3,240.00
Meadow Grass Seeding and Mulching	58,000 Sq. Ft.	0.075	4,350.00
Asphalt Walks	600 Sq. Yd.	10.00	6,000.00
Bench		All Required	350.00
Furnishing and Planting Coniferous Trees	88 Each	33.00	2,904.00
Furnishing and Planting Deciduous Trees	12 Each	37.75	453.00
Furnishing and Planting Shrubs	403 Each	16.00	6,448.00
Furnishing and Planting Ground covers	11,524 Each	0.78	8,988.72
Furnishing and Planting Vines	103 Each	5.80	597.40
Bark Mulch	34 Unit	120.00	4,080.00
		SUBTOTAL	$ 545,606.61
		Engineering	73,656.39
		TOTAL	$ 619,263.00

Type Code Y031
Traffic Signals (1 Location; Interstate Ave.)

Mobilization	(7 %)	All Required	$ 3,598.70
Traffic Signal Modifications Complete		All Required	30,888.00
		SUBTOTAL	$ 34,486.70
		Engineering	4,655.30
		TOTAL	$ 39,142.00

Length of Project ---------- 0.00 mi.

Work Retained in Program Status

City Furnish and Plant Street Trees	All Required	$ 33,000.00
Work by City Water Bureau	All Required	8,000.00
Work by City Sewer Bureau	All Required	8,000.00
	SUBTOTAL	$ 49,000.00
	Engineering	6,600.00
	TOTAL	$ 55,600.00

SUMMARY OF FUNDS (85%)

Description	Total Cost	Federal Funds	City Funds
Sound Barriers	$619,263.00	$526,373.00	$ 92,890.00
Traffic Signals	33,270.00	28,279.00	4,991.00
SUBTOTAL	$652,533.00	$554,652.00	$ 97,881.00
Reserve	46,761.00	39,747.00	7,014.00
TOTAL	$699,294.00	$594,399.00	$104,895.00

Group 1 95%; Group 8 5%
Contract No. 9490
Prefix: 326-1966
Prefix: 326-1054

July 26, 1983

Dale E. Wilken, Division Administrator
Federal Highway Administration
The Equitable Center, Suite 100
530 Center Street
Salem, OR 97301

DES 16

Yeatess ✓ — cy MANN mc
Anderson
Adams
Macnab
Scudenmeyer
Wakerlin

RECEIVED
JUL 26 1983
ROAD DESIGN SECTION

Do Not File
Return To
Bring Up ____/____/____
Action

Greeley Avenue Connection to I-5
Pacific Highway
Multnomah County

It is anticipated that there will be salvaged approximately 1,500 feet of existing concrete median barrier from this project.

We will specify that the barrier sections be stockpiled at our Graham Street yard, which is almost directly below their current location.

The project will be credited in the amount of $2.00 per foot, which is arrived at as follows:

1. Salvage value of concrete barrier equals $1.00 per foot.

2. Extra cost to contractor for hauling and stockpiling equals $1.00 per foot.

The salvage value is low due to difficulty in removing without damage.

We will initially credit the project for 1,500 lineal feet at $2.00 = $3,000. The credit to the project will be adjusted when the actual amount is determined.

Your approval is requested.

Donald R. Adams, P.E.
Final Design Engineer

bc H. S. Coulter
E. S. Hunter
Gary Potter
C. T. Keasey
Ed Hardt
Steve Macnab
N. E. Mann

NEM:ja

PROJECT MANAGER'S NARRATIVE REPORT

I-5 FREEWAY-N. GREELEY AVENUE

CITY STREET (N. GOING STREET)

MULTNOMAH COUNTY

CONTRACT NO. 9490 PREFIX NO. 326-1054

FAP NO. IX-9926(8)

Vernon
Anderson
Adams
Hannah
Stoudenmeyer
Terpin
Trout
Wakerlin

RECEIVED
SEP 20 1983
ROAD DESIGN SECTION

GENERAL PROGRESS

The contract was awarded on June 4, 1982. Time charges began on June 19, 1982, with scheduled completion on December 15, 1982. The contractor began work on June 22, 1982 and proceeded in an orderly and timely manner completing the project on January 10, 1983. A design change in the signal installation resulted in the fact that the contractor was unable to complete the project within the specified number of calendar days.

TRAFFIC CONTROL

Going Street is a major arterial street accessing the Swan Island Industrial area. There is extremely heavy auto and truck traffic on this street. The sound walls were constructed by coning off the outside lane during non-peak hours. The contractor had to be warned several times about working into the afternoon peak hour. Otherwise the contractor was in compliance throughout the length of the project.

CONSTRUCTION PROBLEMS

Signals

During the installation of the traffic signal at N. Interstate and Going Street it became apparent that the design was incomplete and that additional items would have to be added to make the installation work correctly.

Wall Construction

The contractor came back with a request to change the size of the reinforcement in the wall and to add pozzolith to the concrete mixture. The reason for this was because the design on the plans was such that it was very difficult to pour the walls. By making these two changes the contractor could pour the pre-cast walls without having problems getting the concrete around the reinforcement. By using this alternate method the contractor had to agree to keep the wall panels in an upright position at all times. It is suggested that in the future this alternative be incorporated in the plans.

TIME OVERRUNS AND EXTENSIONS

Because of design changes in the signal installation the project overran the original number of calendar days by 26. A time extension of 26 calendar days was granted for this delay in installing the traffic signal.

Brett I. Kesterson

Brett I. Kesterson, P.E.
Project Manager

July 14, 1983
Date

STATEMENT OF OVERRUNS AND UNDERRUNS

Project: I-5 Freeway - N. Greeley Avenue Contract No. 9490

Highway: N. Going Street Prefix: 326-1054

County: Multnomah F.A. No. IX 9926008

Item No.	Item	Unit	Original	Semi-Final	±%
	Bid Items	$	580,093.31	600,305.14	+ 3.5%
	Anticipated Items	$	49,000.00	51,843.26	+ 6 %
	Contingencies	$	28,309.20	13,520.02	-48 %
	Engineering	$	56,618.40	72,217.00	+28 %
	Credits	$		- 7,302.00	
			714,020.91	730,583.42	
	Individual Overruns and Underruns				
BI 3	Temporary Signs	Sq.Ft.	290.00	405.00	+40 %
	Additional signs were a result of a misunderstanding between the Project Engineer and the Contractor.				
BI 4	Temporary Barricades	Ea.	6	14	+233 %
	Additional barricades were needed due to the high volume of traffic during work hours.				
BI 7	Flagmen	Hr.	250	218	-13 %
	A significant portion of the work was the noise barriers and side slopes. Flagmen were not required during these times as the work was behind the curb. Consequently, the total estimated hours were not used.				
BI 11	Embankment in place	Cu.Yd.	2600	3,435.6	+32 %
	Pockets of garbage were removed, areas were backfilled and compacted. The cleaning up of these areas resulted in an overrun on the embankment quantity.				
BI 12	Furnishing and placing Topsoil	Cu.Yd.	950	1,697.4	+79 %
	Overrun due to mistake in original estimate.				
BI 13	1"-0 Aggregate Base	Cu.Yd.	65	44.3	-32 %
BI 16	3" C.S.P.	Lin.Ft.	232	158	-32 %
	Contractor requested to make a change in the plans. The change was approved under P.A. No. 1 and resulted in an overall saving to the project.				

Item No.	Item	Unit	Original	Semi-Final	±
PA 1	Change Reinforcement	$	--	$ 7,302.00	--

The credit resulted from a change in the rebar used in the precast panels.

Brett I. Kesterson
Brett I. Kesterson
Project Manager

9-14-83
Date

RECEIVED
SEP 20 1983
C&D DESIGN SECTION

Portland

STATE OF OREGON

INTEROFFICE MEMO

ROAD DESIGN SECTION

FILE:

TO: ~~L. L. Wallace~~ Jerry Backstrand
Bridge Design Engineer

DATE June 21, 1983

FROM: Donald R. Adams
Final Design Engineer

SUBJECT Greeley Ave Conn To I-5 Section
Pacific Highway
Multnomah County

Overhead sign support design for the above section is required.

Please prepare design, plans and weights of the sign support structures and return a copy to us.

Attached is one set of cross-sections of the required locations as listed below. Also noted is the type of support needed.

Sta. 335+00 (Existing Sign Bridge) Add new sign - S.B. N.B. signs modified. To be illuminated

cc: W. G. Beard
N.E. Mann, Design Team Supervisor

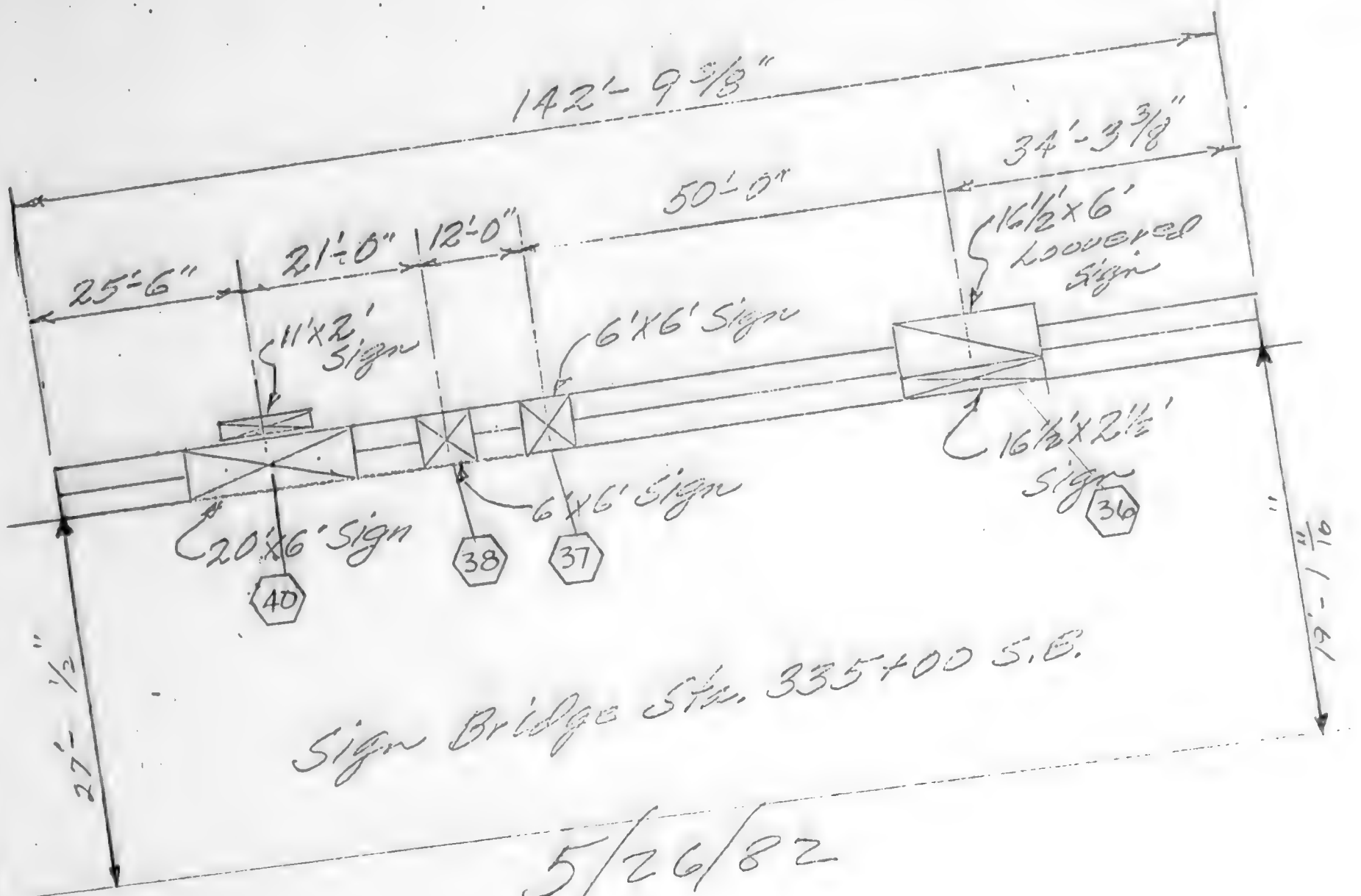
Contains Recycled Materials

OREGON STATE HIGHWAY DIVISION

Designed by ..... 19....

Detailed by ..... 19....

Checked by ..... 19....



Sign Bridge Sta. 335+00 S.B.

5/26/82

See Br. Drg Nos. 25546 & 25547

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: I-5 Freeway - N. Greeley Avenue		WEEK ENDING: May 26, 1983
		SECTION PREFIX: 326-1054
HIGHWAY: City Street (N. Going St.)		COUNTY: Multnomah
NAME OF JOB:	KIND OF WORK: Sound Barrier, Bicycle/Pedestrian Path & Landscaping	
CONTRACTOR: Lee Robinson Construction Company	CONTRACT NUMBER: 9490	FEDERAL AID PROJECT NUMBER: IX-9926(8)
DATE OF CONTRACT: June 4, 1982	DATE WORK STARTED: 6-22-82	ESTIMATED COMPLETION DATE: December 15, 1982
AVERAGE FORCE ON PROJECT FOR THE WEEK: ENG: SUPERVISION:	SPECIFIED WORK DATE	WORK DAYS USED
	SPECIFIED CALENDAR DATE: 206	CALENDAR DAYS USED: 206
	SPECIFIED COMPLETION DATE: (revised)	PERCENT OF TIME ELAPSED: 100%
PROJECT AUTHORIZATION: $ 714,020.91		PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 96%
EXCLUSIVE OF ENGINEERING: $ 657,402.51	ENGINEERING AUTHORIZATION: $ 56,618.40	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 96%
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 657,402.51	ENGINEERING COST TO DATE: $ 74,217.00	DATE PROJECT WAS COMPLETED: 1-10-83
ESTIMATED PERCENT: OVERRUN / UNDERRUN: 0 %	PERCENT OF AUTHORIZATION: 130 %	

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	Embankment	Signing	Landscaping
100%	100%	100%	100%	100%	100%	100%	100%

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					
WHERE USED DURING THE WEEK:					

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

		WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	22	---			
MONDAY	23	Fair			
TUESDAY	24	Fair			
WEDNESDAY	25	Fair			
THURSDAY	26	Fair			
FRIDAY	20	Fair			
SUNDAY	21	---			

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY 22	---
MONDAY 23	No Activity
TUESDAY 24	No Activity
WEDNESDAY 25	No Activity
THURSDAY 26	No Activity
FRIDAY 20	Robinson: Notified of ending of 1st phase of establishment period. Given punch list of plants that needed to be replaced.
SATURDAY 21	---

REMARKS

SIGNED Brett D. Kesterson LOCATION City of Portland

Brett I. Kesterson, Project Manager

PRIME RESIDENT SUBMIT 2 COPIES WITH SHIFTS AND CREWING BOTH AM INVOLVED SUBMIT 1 COPIES

326-1987

STATE OF OREGON

INTEROFFICE MEMO

TO: DONALD R. ADAMS
Final Design Engineer

FROM: JAMES D. McCLURE
Project Development Engineer

DATE: April 18, 1983

RECEIVED
ROAD DESIGN SECTION

SUBJECT: Review Plans
Greeley Ave. Connection to I-5

A review of the subject plans has been completed by Don Fantz and me. The following is a summary of comments:

Sheet 2
A fence or handrail should be reflected on the typical section for the "G" Line on top of GM rail along the elevated bikeway.

Plan Composition
Grading quantities are opposite drainage plans - drainage bid items are opposite profiles sheets 4B, C, and D. This could lead to some confusion.

Sheet 4A
The sidewalk should be extended around the corner as far as the abuttment allows "G" Line "195+20 ± on north side.

Sheet 6
Needs work limits of line in City shop area.

General Comment
It may be of value to develop a blown-up sketch map of the entire area labeling the various plan sheets since it is difficult to find your way through the plans.

po

cc: Don Fantz

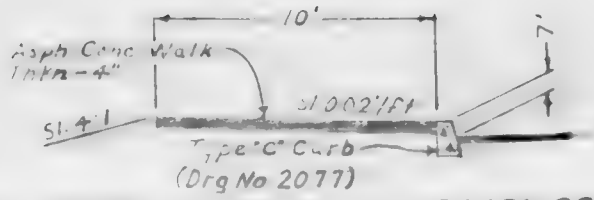
Attachment

REFERRED TO
Watson ... Cole ... Erikson ... Beard ... Return, Discuss, Do File ... Due ...
By FINAL DESIGN ENGINEER

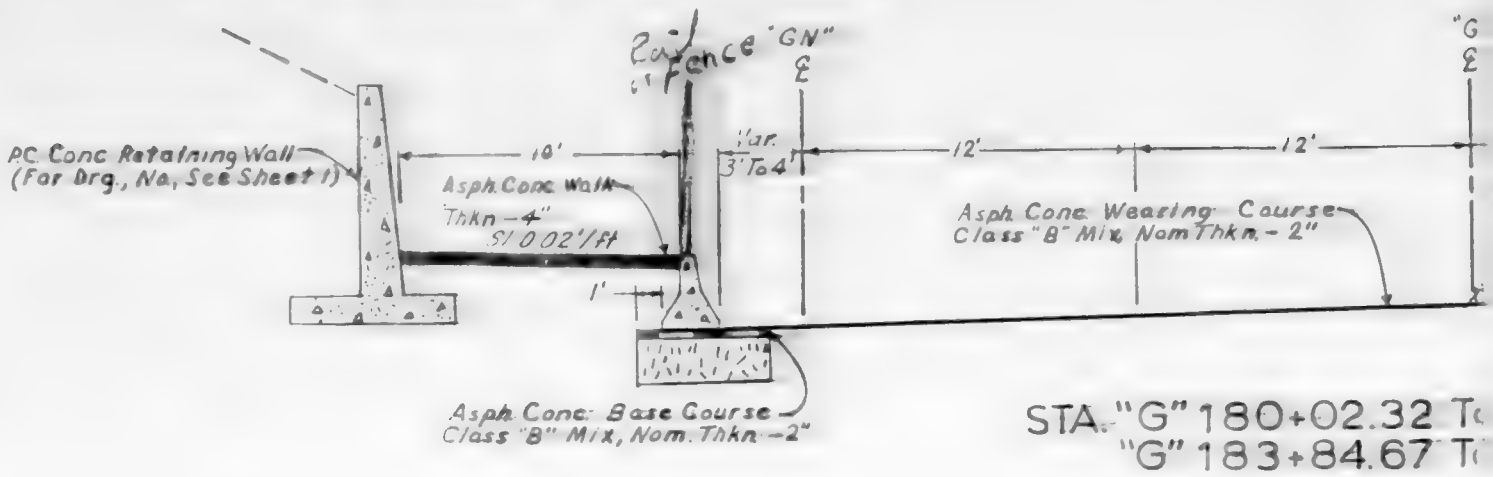
81-125-1387

Printed on Recycled Materials

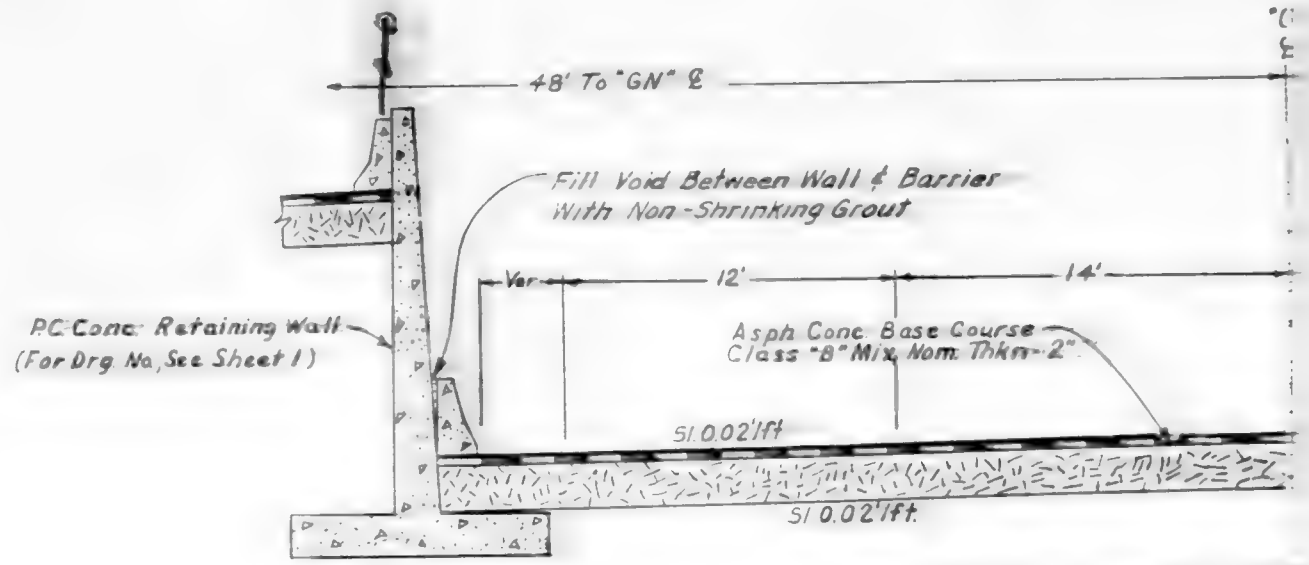
T Y R I C A L S E



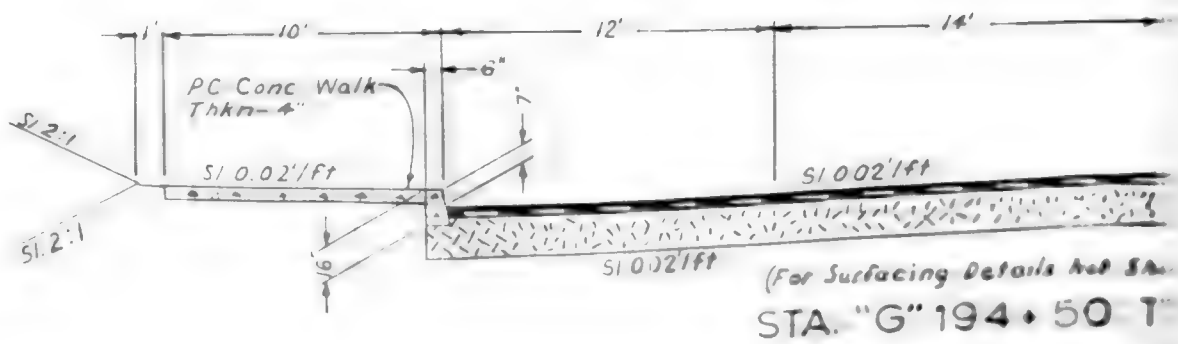
STA. "G" 180+02.32 To STA. "G" 181+00



STA. "G" 180+02.32 T
"G" 183+84.67 T

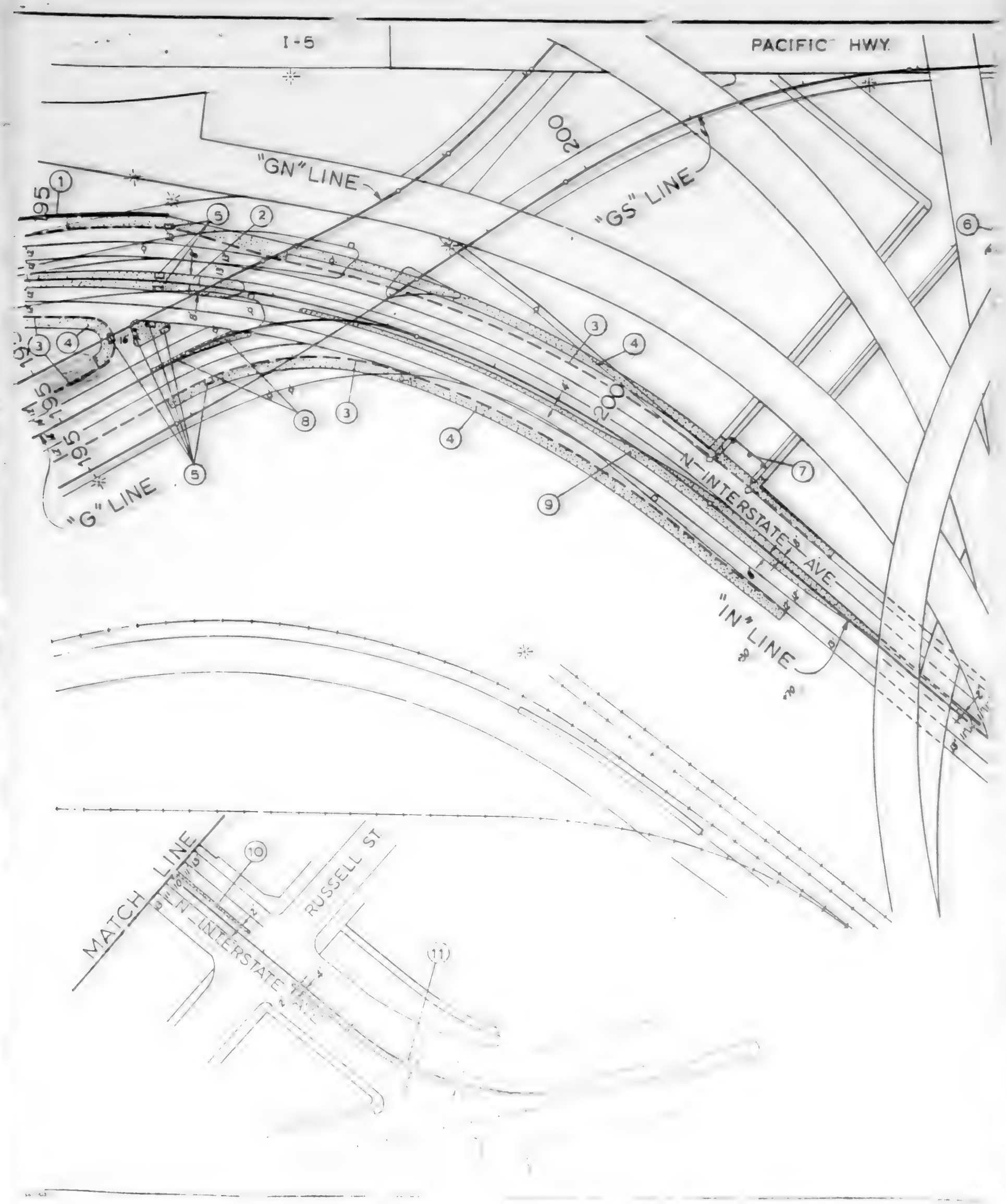


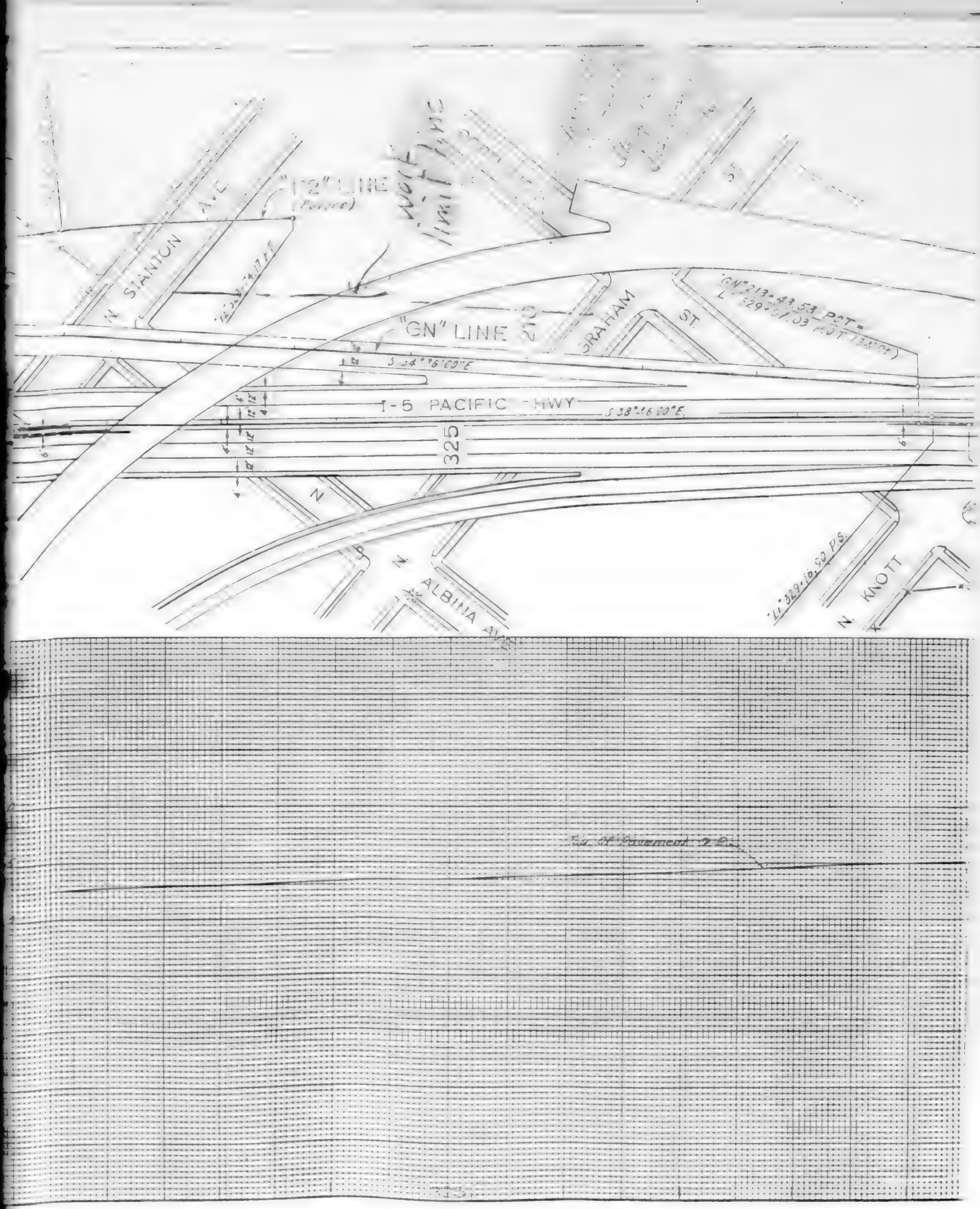
STA. "G" 186+42.37 T



STA. "G" 194+50 T

Mann, Cuno, Butts


I-5
PACIFIC HWY.
200
"GN" LINE
"GS" LINE
"G" LINE
"IN" LINE
N. INTERSTATE AVE.
MATCH LINE
RUSSELL ST.
N. INTERSTATE AVE.
1
2
3
4
5
6
7
8
9
10
11


"12" LINE
(Future)
N STANTON AVE
"GN" LINE
GRAHAM ST.
S 34°16'09"E
I-5 PACIFIC HWY
S 38°46'00"E
325
N ALBINA AVE
N KNOTT
Ex. 36' Pavement 2 Ea.

346-978

(ORIGINAL)

FORM APPROVED BY COMPTROLLER GENERAL U.S. MAY 12, 1966

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

VOUCHER FOR WORK PERFORMED UNDER PROVISIONS OF THE FEDERAL AID AND FEDERAL HIGHWAY ACTS, AS AMENDED

STATE VOUCHER NO.:

FHWA VOUCHER NO.:

APPROPRIATION:

FHWA SCHEDULE NO.:

THE UNITED STATES, DR., TO *(Insert official or depositary named in project agreement)*:
Treasurer of the State of Oregon

ADDRESS:
Capitol Bldg.
Salem, OR 97310

PAID BY

(For use of Paying Office)

STATE: Oregon

VOUCHER TYPE *(Check Appropriate Block)*

☐ CURRENT BILLING

VOUCHER PERIOD — FROM: 8/11/76 — TO: 9/9/81

☐ OTHER PROGRESS

☒ FINAL VOUCHER (*)

FEDERAL AID PROJECT NO.: M-9926(1)

(*) Use Form FHWA-1447 for Final Voucher for a project constructed under certification acceptance or secondary road procedures (23 U.S.C. 117).

TOTAL ACTUAL COST	TOTAL PARTICIPATING COST	PRO-RATA OF PARTICIPATING COST CLAIMED FROM U.S.	TOTAL AMOUNT CLAIMED FROM U.S.	LESS PREVIOUS PAYMENTS	NET AMOUNT CLAIMED
$381,661.90	$379,191.91	85.80%	$325,346.66	$325,346.66	$ 0.00

I certify that the costs shown in this voucher have been incurred in accordance with terms of project agreements; applicable State and Federal laws or regulations; and that no claim has previously been submitted for costs claimed.

STATE HIGHWAY AGENCY: Oregon

DATE: 4/6/83

SIGNATURE OF AUTHORIZED OFFICIAL: Controller

I certify that supporting records for costs claimed, and the referenced project (if applicable), have been subjected to required reviews, approvals and inspections by the Federal Highway Administration and that the amount approved is justly due.

AMOUNT SUBMITTED: $ 0.00

ADJUSTMENTS:

AMOUNT APPROVED:

SIGNATURE OF FHWA REPRESENTATIVE
(SIGN ORIGINAL ONLY)

DATE APPROVED

FORM PR-20
(Rev. 5-78)

PREVIOUS EDITIONS ARE OBSOLETE

STATEMENT OF COSTS INCURRED UNDER PROJECT AGREEMENT

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTATIONS (Payee must not use this column)
	Basin Ave.-Going St. Interchange Section City Street in Multnomah County					
	Preliminary Engineering					
	Type Code P.E.					
	Work by Dames & Moore	All Required			$ 58,000.00	
	Work by Port of Portland	All Required			6,021.00	
	Work by City of Portland	All Required			22,440.24	
	State	All Required			292,283.14	
	Total Participating Preliminary Engineering				$378,744.38	
	Misc. Project Cost					
	Audit Expense	All Required			447.53	
	Total Participating Cost				$379,191.91	
	Nonparticipating Project Cost					
	Preliminary Engineering (State)	All Required			2,469.99	
	Total Project Cost				$381,661.90	
	Prepared based on Participating Costs as shown on Federal Billing as of 3/24/83.					

AMOUNT CARRIED FORWARD . . . . .

ACCOUNT SUMMARY - EXPENDITURES & LEDGERS — MARCH 1983 — PAGE [illegible]

DESCRIPTION	PREFIX	FUNCTION	SUB F	OF	CURRENT MONTH	FISCAL YEAR TO DATE	GRAND TOTAL TO DATE	
BRSIN RVE-30ING ST INTERCH	CONT NO	* FA PROJ NOS M	9926001	100 XI	9926001			STATE
	326 1978	205	00	P 1		2 244 26		
	326 1978	295	00	N 9	[illegible]		47 600 00	
	326 1978	296	00				29 100 00 R	
	326 1978	296	00	N 9	19 309 66 R	9 309 66 R	343 [illegible]	
	326 1978	298	00	N 9	[illegible] 9 309 66	9 309 66	325 [illegible]	
	326 1978	901	00	P 1	[illegible] 1 040 47 R	1 [illegible] R	124 610 02	
	326 1978	901	00	N 1			1 [illegible]	
	326 1978	902	00	P 1	[illegible]		9 [illegible]	
	326 1978	902	00	N 1			[illegible]	
	326 1978	903	00	P 1	[illegible]	2 40 R	28 461 24	
	326 1978	904	00	P 1	[illegible] 55 R	55 R	58 000 00	
	326 1978	905	00	P 1	[illegible] 84 06 R	84 06 R	36 919 50	
	326 1978	906	00	P 1	[illegible]		1 [illegible]	
	326 1978	907	00	P 1	[illegible]		7 432 28	
	326 1978	909	00	P 1	[illegible]		14 815 75	
	326 1978	910	00	P 1	[illegible]		13 [illegible]	
	326 1978	910	00	N 1			[illegible]	
	326 1978	911	00	P 1	[illegible] 312 5[illegible] R	312 [illegible] R	18 [illegible]	
	326 1978	912	00	P 1	[illegible]		4 [illegible]	
	326 1978	913	00	P 1	[illegible] 124 5[illegible] R	99 56 R	2 [illegible]	
	326 1978	914	00	P 1	[illegible]		1 [illegible]	
	326 1978	915	00	P 1	[illegible]	203 56	[illegible]	
	326 1978	916	00	P 1	[illegible]		4 [illegible]	
	326 1978	917	00	P 1	[illegible]		1 [illegible]	
	326 1978	918	00	P 1	[illegible]		[illegible]	
	326 1978	920	00	P 1	[illegible]		[illegible]	
	326 1978	921	00	P 1	[illegible]		6 [illegible]	
	326 1978	922	00	P 1	[illegible]		[illegible]	
	326 1978	922	00	N 1			[illegible]	
	326 1978	923	00	P 1	[illegible]		18 [illegible]	
	326 1978	923	00	N 1	[illegible]		[illegible]	
	326 1978	924	00	P 1	[illegible]		[illegible]	
	326 1978	926	00	P 1	[illegible] 13 20 R	13 20 R	[illegible]	
	326 1978	926	00	N 1			[illegible]	
	326 1978	940	00	P 1	[illegible]		[illegible]	
	326 1978	960	00	N 1	[illegible]		[illegible]	
	326 1978	980	00	P 1	[illegible]		[illegible]	
	326 1978	980	00	N 1			[illegible]	
		101	00				29 100 00 R	
		101	P1		1 575 40 R	902 76	[illegible]	
		101	N1				[illegible]	
		101	N2				29 100 00	
	** JOB TOTALS **				1 575 40 R **	902 76 **	[illegible] **	

BRRR VNG NU INDUSTL ST PORT	CONT NO	* FA PROJ NOS PRS	9798001	100				STATE
	326 1979	296	00	N 9			[illegible]	

PREFIX	GRP FL	FED AID PROJ APPR	AGREEMENT AMOUNT	TOTAL COSTS TO DATE	PARTIC AMOUNT	% OF PARTIC	FEDERAL SHARE	AMOUNT PREV CLAIMED	ADJUSTMENT AMT CODE	AMOUNT IN THIS VOUCHER
326-1955	1	RR00-000S-029 APPR-686	900 00	656 22	649 32	90 00	584 39	584 39		
326-1956	1#	XI -9867-002 APPR-823	1,510 13	1,760 67	1 760 67	85 77	1 510 13	1 510 13		
326-1957	1#	M -000C-009 APPR-W36	3,835 56	4 204 32	4,471 91	85 77	3 835 56	3 835 56		
326-1958	1	RRO -000S-048 APPR-685	2,250 00	205 95	205 95	90 00	185 36	185 36		
326-1959	1	XI -9891-001 APPR-823	70,000 00	11 252 84	11,110 52	85 77	9 529 49	9 529 49		
326-1960	1#	XI -0000-008 APPR-823	8 420 09	9 817 06	9 817 06	85 77	8 420 09	8 420 09		
	2#	X10 -0000-008 APPR-772	2,090 44	2 437 26	2 437 26	85 77	2,090 44	2 090 44		
326-1960		PREFIX TOTALS	10,510 53	12 254 32	12 254 32		10 510 53	10 510 53		
326-1961	1	X10 -9877-001 APPR-772	4 689 26	8 197 67	8 387 31	85 77	7 193 80	4 689 26	2 504 54	B
326-1962	1#	RR00-000S-030 APPR-686	902 70	1 003 44	1 003 00	90 00	902 70	902 70		
326-1965	1	M -9956-003 APPR-W36	195,992 00	245 309 67	243,507 81	78 13	190 398 76	190 398 76		
326-1966	1#	XI -9926-002 APPR-823	259 183 40	281 426 49	304 921 65	85 00	259 183 40	259 183 40		
	2	X10 -9926-002 APPR-772	33,585 91	39 512 84	39 512 84	85 00	33 585 91	33 585 91		
326-1966		PREFIX TOTALS	292 769 31	320 939 33	344 434 49		292 769 31	292 769 31		
326-1967	1#	PMS -000S-067 APPR-140	162 40	162 40	162 40	100 00	162 40	162 40		
326-1968	1#	M -000C-012 APPR-W36	11,314 79	12 546 46	12 835 84	88 15	11 314 79	11 314 79		
326-1970	1#	M -000C-013 APPR-W36	10,757 48	11,907 52	12,199 46	88 18	10 757 48	10 757 48		
326-1971	1#	M -000C-011 APPR-W36	4 254 50	4 830 54	4 824 79	88 18	4 254 50	4 254 50		
326-1972	1#	PMS -000S-086 APPR-140	184 40	184 40	184 40	100 00	184 40	184 40		
326-1973	1#	RRS -9314-001 APPR-138	142 60	181 33	158 44	90 00	142 60	142 60		
326-1977	1#	M -9793-001 APPR-W36	146,037 82	170 993 41	170 746 13	85 80	146 500 19	146 037 82	462 36	B
326-1978	1#	M -9926-001 APPR-W36	325,346 66	381 661 90	379,191 91	85 80	325,346 66	325 346 66		
	2	XI -9926-001 APPR-823				85 00				
326-1978		PREFIX TOTALS	325 346 66	381,661 90	379,191 91		325 346 66	325 346 66		
326-1979	1#	RRS -9298-001 APPR-138	978 97	1,511 48	1 087 74	90 00	978 97	978 97		
326-1980	1	RRO -000S-049 APPR-685		72 56	72 56	90 00	65 30			65 30 A

1440

March 16, 1983

CON

E. Lee Robinson Construction Co.
P. O. Box 23248
Tigard, OR 97223

Time Extension Request
I-5 Freeway - N. Greeley Ave.
(Portland)
Contract No. 9490
FAP No. IX-9926(8)

Your second request for additional contract time in which to complete the above project has been carefully reviewed. An additional contract time extension of 12 calendar days is granted due to the altered work performed under Price Agreement No. 4.

This will eliminte all liquidated damages under this contract.

W. E. Schwartz, P.E.
Assistant State Highway Engineer
for Operations

OBJ:cb st

bc H. S. Coulter
C. T. Keasey
Al Harwood w/att.
Brett Kesterson
(City of Portland) w/att.
FHWA w/att.
Bob Church

STATE OF OREGON

INTEROFFICE MEMO

TO: BRYANT JACKMOND
Contract Administration Engineer

DATE: March 4, 1983

FROM: MARION CRAFT
Metro Region Construction Engineer

SUBJECT: I-5 FREEWAY-N GREELEY AVE.
Contract No. 9490
Time Extension Request

CE CAE FOE OCS SCS RSO — RECEIVED — OM CA LS TC FE CP
MAR 7 1983
CONSTRUCTION SECTION

Attached is a second time extension request from the contractor. The first request was for an extension from December 16, 1982, to January 22, 1983, due to redesign of traffic signals. Based on the Project Manager's statement that on December 15, 1982, (the original end of contract time), there was about 2 weeks of work left, a 14 day time extension was recommended and granted to the contractor. The signal work was done within this 14 days, but, according to Brett Kesterson, there was a pole to remove and some concrete patching to be done. He maintains this could have been done in two days, and is the reason for his two day recommendation.

Listed below is a summary of pertinent dates on this project:

Date of Award: June 4, 1982; 180 calendar days to complete
Original Completion Date: December 15, 1982
Project Completion: January 10, 1983
26 day overrun in time
14 days returned via first time extension request
12 days remaining as liquidated damages.

The contractor is asking for the 14 day extension to be extended to 38 days.

I recommend we grant the 2 days as Mike Smith and Brett Kesterson have recommended.

3-11-83

W. E. Schwartz -

Price Agreement No. 4 was a significant change in the work to be done on this project. The contractor was advised of the change on September 28 and was not authorized to proceed with the change until November 4. Even though the contractor could possibly have been more efficient and completed the project a few days earlier, this change order - issued late in the project - would preclude the assessment of liquidated damages of 12 days. I therefore recommend granting a 12 calendar day time extension. [illegible]

MC/gw
Attachment

Contains Recycled Materials

25-1387

Portland

ROAD DESIGN SECTION

PER-14

March, 1, 1983

James McClure
Project Development

N. E. Mann
Design Team Supervisor

Greeley Ave. Connection to I-5
Pacific Highway
Multnomah County

Versteeg
Anderson
Adams
Olson
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
MAR 2 1983
ROAD DESIGN SECTION

Do Not File
Return To
Bring In
Action

Will you extend the cross sections on the "In" line between sta 191+00 to 195 on the left (Northerly side).

The bridge unit is designing a wall in this area and needs these sections extended out to 60 ft. from centerline.

Attached are a sketch map showing the area and a copy of the cross section notes. If more data is needed call Bud Mann.

This project is currently on a July 28, 1983 bid opening. For the Bridge unit to complete their wall design they will need this information as soon as practical.

cc: Ed Hardt
Jerry Backsrand
Norman Cuno

attachments – in Final Files.

426-1926 426-1939
-26-1966

(MEMORANDUM)

FORM APPROVED BY
COMPTROLLER GENERAL,
U.S. MAY 12, 1966

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

STATE VOUCHER NO.

FHWA VOUCHER NO.

VOUCHER FOR WORK PERFORMED UNDER PROVISIONS OF THE FEDERAL AID AND FEDERAL HIGHWAY ACTS, AS AMENDED

APPROPRIATION

FHWA SCHEDULE NO.

THE UNITED STATES, DR., TO *(Insert official or depositary named in project agreement)*

Treasurer of the State of Oregon

PAID BY

ADDRESS

Capitol Bldg.
Salem, OR 97310

(For use of Paying Office)

STATE

Oregon

VOUCHER TYPE *(Check Appropriate Block)*

☐ CURRENT BILLING

VOUCHER PERIOD — FROM 11/9/78 — TO 5/4/82

☐ OTHER PROGRESS

☐ FINAL VOUCHER (*)

FEDERAL AID PROJECT NO.

IX-9326(2)

(*) Use Form FHWA-1447 for Final Voucher for a project constructed under certification acceptance or secondary road procedures (23 U.S.C. 117).

	TOTAL ACTUAL COST	TOTAL PARTICIPATING COST	PRO-RATA OF PARTICIPATING COST CLAIMED FROM U.S.	TOTAL AMOUNT CLAIMED FROM U.S.	LESS PREVIOUS PAYMENTS	NET AMOUNT CLAIMED
823	$284,182.87	$304,921.55	85.00%	$259,183.40	$259,183.40	$ 0.00
772	36,750.46	39,512.84	85.00%	33,585.91	33,585.91	0.00
	$320,939.33	$344,434.49	85.00%	$292,769.31	$292,769.31	$ 0.00

RECEIVED DIVISION OFFICE — BY — DATE

DIVISION OFFICE REVIEW MADE — BY — DATE 2/25/83

PASSED FOR PAYMENT — BY Oregon — DATE Controller

REMARKS

$ 0.00

P.E.

FORM PR-20A
(Rev. 5-78)

PREVIOUS EDITIONS ARE OBSOLETE

STATEMENT OF COSTS INCURRED UNDER PROJECT AGREEMENT

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTATIONS (Payee must not use this column)
	North Basin Avenue-Pacific Hwy. Section **FAU 9926 (Going St.)** **Multnomah County**					
	Preliminary Engineering					
	Type Code P.E.					
	Work by City of Portland	All Required			$168,470.67	
	Work by Earth Metrics	All Required			157,930.49	
	State	All Required			16,915.94	
	Total Participating Preliminary Engineering				$343,317.10	
	Misc. Project Cost					
	Auditing Expense (State)	All Required			1,117.39	
	Total Participating Project Cost				$344,434.49	
	Nonparticipating Project Cost					
	P.E. (State)	All Required			478.22	
	City of Portland Share of Project	All Required			(23,973.38)	
	Total Nonparticipating Costs				$(23,495.16)	
	Total Project Cost				$320,939.33	
	Prepared based on Participating Costs as shown on Federal Billing as of 3/3/83.					

AMOUNT CARRIED FORWARD . . . . .

| | | |

B01 OREGON STATE HIGHWAY DEPARTMENT
FHWA BILLING VOUCHER

PREFIX	GRP FL	FED AID PROJ APPR	AGREEMENT AMOUNT	TOTAL COSTS TO DATE	PARTIC AMOUNT	% OF PARTIC	FEDERAL SHARE	AMOUNT PREV CLAIMED	ADJUSTMENT AND CODE	AMOUNT OF THIS VOUCHER
326-1958	1	RRO -0005-048 APPR-685	2,250.00	205.95	205.95	90.00	185.36	185.36		
326-1959	1	XI -9891-001 APPR-823	70,000.00	11,106.01	10,963.69	85.77	9,403.56	9,403.56		
326-1960	1#	XI -0000-008 APPR-823	8,420.09	9,817.06	9,817.06	85.77	8,420.09	8,420.09		
	2#	XIO -0000-008 APPR-772	2,090.44	2,437.26	2,437.26	85.77	2,090.44	2,090.44		
326-1960		PREFIX TOTALS	10,510.53	12,254.32	12,254.32		10,510.53	10,510.53		
326-1961	1	XIO -9877-001 APPR-772	4,768.75	8,397.67	8,387.31	85.77	7,193.80	4,515.50	2,425.05 B	253.25
326-1962	1#	RROO-0005-030 APPR-686	902.70	1,009.44	1,003.00	90.00	902.70	902.70		
326-1965	1	M -9956-003 APPR-W36	195,992.00	245,138.45	243,336.59	78.19	190,264.88	190,264.88		
326-1966	1#	XI -9926-002 APPR-823	259,183.40	281,426.49	304,921.65	85.00	259,183.40	259,183.40		
	2	XIO -9926-002 APPR-772	33,585.91	39,512.84	39,512.84	85.00	33,585.91	33,585.91		
326-1966		PREFIX TOTALS	292,769.31	320,939.33	344,434.49		292,769.31	292,769.31		
326-1967	1#	PMS -0005-067 APPR-140	162.40	162.40	162.40	100.00	162.40	162.40		
326-1968	1#	M -000C-012 APPR-W36	11,314.79	12,546.46	12,835.84	88.15	11,314.79	11,314.79		
326-1970	1#	M -000C-013 APPR-W36	10,757.48	11,907.52	12,199.46	88.18	10,757.48	10,757.48		
326-1971	1#	M -000C-011 APPR-W36	4,254.50	4,830.54	4,824.79	88.18	4,254.50	4,254.50		
326-1972	1#	PMS -0005-086 APPR-140	184.40	184.40	184.40	100.00	184.40	184.40		
326-1973	1#	RRS -9314-001 APPR-138	142.60	181.33	158.44	90.00	142.60	142.60		
326-1977	1#	M -9793-001 APPR-W36	146,037.82	170,993.41	170,746.13	85.80	146,500.18	146,037.82	462.36 B	
326-1978	1	M -9926-001 APPR-W36	325,346.66	381,661.90	379,191.91	85.80	325,346.66	325,346.66		
	2	XI -9926-001 APPR-823				85.00				
326-1978		PREFIX TOTALS	325,346.66	381,661.90	379,191.91		325,346.66	325,346.66		
326-1979	1#	RRS -9298-001 APPR-138	978.97	1,511.48	1,087.74	90.00	978.97	978.97		
326-1980	1	RRO -0005-049 APPR-685		72.56	72.56	90.00	65.30			65.30 A
326-1981	1	XI -9699-003 APPR-823	17,700.00	25,657.92	25,270.91	85.80	21,682.44	17,700.00	3,982.44 B	
326-1983	1#	RRP -9295-001 APPR-139	185.32	205.91	205.91	90.00	185.32	185.32		
326-1985	1#	RRP -9311-001 APPR-139	385.52	428.36	428.36	90.00	385.52	385.52		

Portland

ROAD DESIGN SECTION DES 16

Marion Craft
Region Construction Engineer

January 20, 1983

N.E. Mann
Design Team Supervisor

Greeley Connection to I-5
Pacific Highway
Multnomah County

As discussed in our telephone conversation Wednesday, January 19, 1983, I am sending you prints of plan, profile and typical section through the area in which the existing manholes would have to be adjusted in the proposed continuously reinforced P.C. concrete travel lane.

Will you have someone review this and recommend possible alternatives to adjusting the manholes. It may be possible to move the storm sewer line into the new shoulder area.

This project is scheduled for an April 28, 1983 bid letting, so we need your findings regarding this matter by February 4, 1983.

If you need any additional information, call me.

NEM:kg
attachments

cc: Allan Hansen

1 ✓
2 ✓ Adams

1490

CON

December 28, 1982

E. Lee Robinson Construction Co.
P. O. Box 23248
Tigard, Oregon 97223

Time Extension Request
I-5 Freeway-N. Greeley Ave. (Portland)
Contract No. 9490
FAP No. IX-9926(8)

Your request for additional contract time in which to complete the above project has been carefully considered. A contract time extension of 14 calendar days is granted due to the altered work performed under Price Agreement No. 4

The revised completion time for this project is 194 calendar days. Should you wish to review this matter further, please contact Project Manager Brett Kesterson.

W. E. Schwartz, P.E.
Assistant State Highway Engineer
for Operations

OBJ:mk st

bc H. S. Coulter
C. T. Keasey
Al Harwood w/att.
Mike Smith w/att.
Brett Kesterson w/att.
FHWA w/att.
Bob Church

STATE OF OREGON

INTEROFFICE MEMO

TO: MARION CRAFT
Metro Region Construction Engineer

DATE: December 17, 1982

FROM: M. B. SMITH
Liaison Consultant

OM MRE OE PPM CE
TOS ME
US PDM
CSA Metro Region TAM
SO PA EM BUD LM

SUBJECT: CONTRACTOR'S REQUEST FOR ADJUSTMENT OF CONTRACT TIME
Contract No. 9490

I have reviewed the Contractor's Request for Adjustment of Contract Time and the Project Manager's recommendation. I concur with the Project Manager's recommendation for a 14 day extension. The 14 day extension would extend the day count to 29 December 1982.

The Project Manager has outlined the causes for the extension, and has indicated to me that the additional 14 days would allow the contractor the time necessary to make the signals operational, remove the old system, and pour a small amount of concrete where the old poles were located.

12-21-82
W. E. Schwantz -
I concur with Region & Proj. Mgr. to grant a time extension of 14 c.d. due to the altered work performed under Price Agreement No. 4.

MBS/gw D. Bjorkmond

CE CAE FOE OCS SCS BRO

RECEIVED
DEC 21 1982
CONSTRUCTION SECTION

OM CA LC TC FE CP

CC: Bryant Jackmond - with original attachments
I agree with Brett Kostersitz and Mike Smith's recommendation to grant 14 days, due to the reasons listed in Kostersitz report.
Marion Craft

125-1387

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: IX-9926(8)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 90014

2A. COUNTY NAME: Multnomah

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 7/30/82

8. FEDERAL ROUTE NUMBER: FAU 9926

9. STATE ROUTE NUMBER: City Street

10. GENERAL LOCATION:

I-5 Freeway - North Greeley Avenue

11. GENERAL DESCRIPTION OF WORK

Furnish and plant trees

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- [ ] PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- [ ] PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- [ ] ACQUISITION OF RIGHT-OF-WAY
- [ ] CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- [XX] CONSTRUCTION PROCEED ON ~~AN ACCEPTED PROPOSAL~~ FORCE ACCOUNT BASIS
- [ ] OTHER *(Specify)*

RECEIVED
STATE HWY ENGR
SEP 30 '82
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

13. REMARKS

Contingent upon modification of project agreement if additional funds are required, I approve the advance authorization date of 7/30/82 as requested in Mr. Keasey's letter of 9/17/82 as being in the public interest for the use of City Forces to proceed with the above work. State Force Order No. 3 representing work by City of Portland, Park Bureau is approved for a TEC of $34,414.90 Federal Funds $29,253.00.

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
9/24/82	[signature]	for Division Administrator

FORM PR-1240 (Rev. 12-78) PREVIOUS EDITIONS MAY BE USED

TOLL FREE: 1-800-452-7813 Ext. 86232

CON

August 25, 1982

City of Portland
Bureau of Street & Structural Engineering
1120 S.W. 5th Avenue, Room 802
Portland, OR 97204-1971

Attention: Richard O. Schmidt
Highway Coordinator

Re: Project Name -N. Basin Avenue-Pacific Highway
Fed. Aid No. -IX-9926(5) NOISE MITIGATION
Pool Acct. No.4690

Initial Advance Deposit	$40,350.00
Less: Total Project Costs (Right of Way)	447.60
Balance of Advance Deposit Available	$39,902.40

The above project has been withdrawn and no further costs are anticipated. Therefore, you may withdraw the balance remaining in your account of $39,902.40 (plus interest) with the Oregon State Treasurer, Local Government Investment Pool.

Vernon E. Skoog
Controller

JP:cl

cc: Oregon State Treasurer
Local Govt. Investment Pool
Bothman

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: IX-9926(8)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 90014

2A. COUNTY NAME: Multnomah

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
6/21/82	FAU 9926	City Street

10. GENERAL LOCATION:

I-5 Freeway - North Greeley Avenue Section

11. GENERAL DESCRIPTION OF WORK

Repair broken sewer house branches

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- [ ] PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- [ ] PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- [ ] ACQUISITION OF RIGHT-OF-WAY
- [ ] CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- [XX] CONSTRUCTION PROCEED ON FORCE ACCOUNT BASIS
- [ ] OTHER *(Specify)*

13. REMARKS

I approve the advance authorization date of 6/21/82 as requested in Mr. Keasey's letter of 8/13/82 as being in the public interest for the use of City of Portland Forces to proceed with the above work. State Force Order No. 2 representing work performed by City of Portland's forces is approved for a TEC of $8,000 Federal Funds $6,800.

RECEIVED
STATE HWY ENG
AUG 20 '82
REFER TO

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
8/19/82	G. K. Hassmer	for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO

Telephone: 238-8226

Date: August ~~10~~, 1982

TO: DONALD R. ADAMS
Final Design Engineer

File No: 326-1987

FROM: CURTIS H. DUVAL
Metro Location Manager

SUBJECT: [redacted]

The City has requested a northbound left-turn signal on Interstate at Russell. Our project has proposed a southbound left-turn signal on Interstate at Russell. Tom Schwab has reviewed the City's request and indicates that it appears to benefit the intersection area. Please have the City's request included in the signal design at Interstate and Russell.

CHD:DEF:po

cc: Frank Terpin
Don Fantz

Attachments

326-1987

CITY OF

PORTLAND, OREGON

DEPARTMENT OF PUBLIC WORKS

Mike Lindberg, Commissioner
Office of Public Works Administrator
621 S.W. Alder
Portland, Oregon 97205

July 9, 1982

Don Fantz
Project Coordinator
ODOT-Metropolitan Region
5821 N.E. Glisan Street
Portland, Oregon 97213

Re: Greeley/I-5 Project

Dear Don,

Please find attached a letter to me from Mike Bauer of Traffic Engineering requesting consideration for some additional work on the subject project. Please consider whether this work is project participating and if not, then whether it can be made a part of the project, but non-participating.

If you have any questions, please call either Mike Bauer at 248-4431 or me at 248-4643.

Sincerely,

L. David Hill

L. David Hill, P.E.
Arterial Street Design
Bureau of Street & Structural Engineering

LDH:mm

Attachment

c. Mike Bauer

MA PDM PDE FFM SPC
ODOT - METRO

JUL 13 1982

BM PAR PPC FILE T/A

CC: J.D. McClure
Curt Duval
Curt: Looks OKAY
Should be forwarded
to Salem for review
by Design, Traffic(?)
the matter of participation
I think so but we
will need to respond

CC: David Lahman PUC
8-4-82
OK

TY OF

PORTLAND, OREGON

BUREAU OF TRAFFIC ENGINEERING

Mildred A. Schwab, Commissioner
Donald E. Bergstrom
City Traffic Engineer
317 S.W. Alder Street
Portland, Oregon 97204
(503) 248-4295

July 2, 1982

MEMORANDUM

TO: Dave Hill, Street & Structural Engineering

FROM: Mike Bauer, Traffic Engineering

SUBJECT: Greeley/I-5 Project
N. Interstate Ave. @ N. Russell St.

As part of the Greeley/I-5 project the median along Interstate Avenue will be removed to provide a left turn pocket for SB traffic at Graham Street and SB traffic at Russell Street. A left turn phase for the SB to EB movement will be added to the signal at Russell.✓

We are requesting a left turn lane and signal also be provided for NB Interstate Avenue at Russell Street as part of the Greeley/I-5 project. This would require removal of a 5 ft. wide median along Interstate Ave.

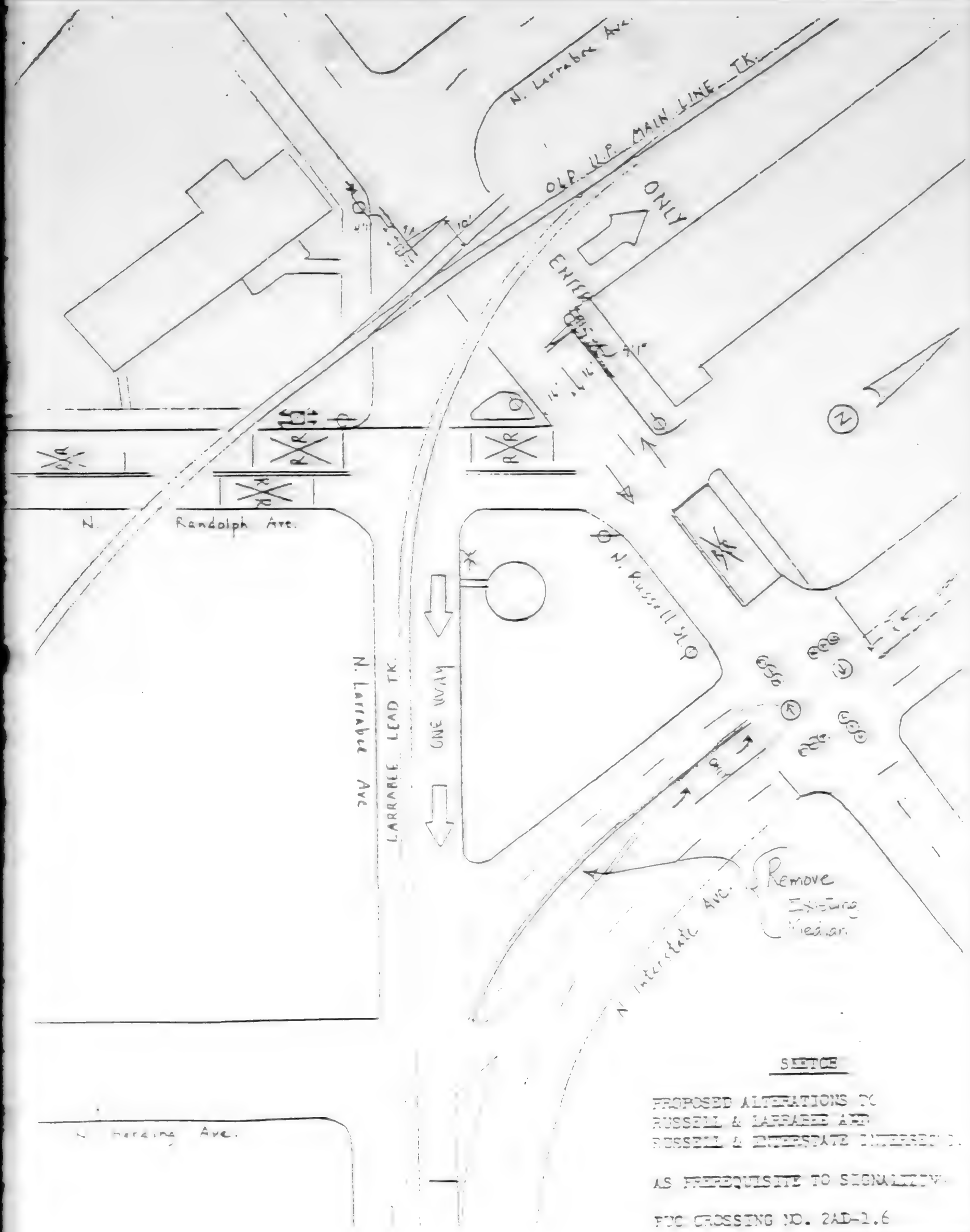
The reason for this request is the P.U.C. is attempting to signalize the U.P. railroad crossing at Russell and Larabee. In order to do this, Larabee Avenue will become a one-way street SB towards Interstate Avenue (see attached sketch). If this is done the NB Interstate traffic attempting to left turn into this area would make a left turn at Russell Street.

Thank you for reviewing this matter. If after reviewing this with the FHWA you feel it could be added as part of the Greeley/I-5 project, we would appreciate it if you would pass this request on to ODOT.

MWB:jl

Encl.

cc: C. David Lanning, Public Utility Commissioner of Oregon
Rail Rate and Service Division
Labor and Industries Building
Salem, Or 97310


N. Larrabee Ave.
O&E.....K.P. MAIN LINE.....TK.
ONLY
ENTRY
10'
11'
14'
14'
N. Randolph Ave.
N. Russell St.
N. Larrabee Ave.
LARRABEE LEAD TK.
ONE WAY
N. Interstate Ave.
Remove
Existing
Median
SKETCH
PROPOSED ALTERATIONS TO
RUSSELL & LARRABEE AVE.
RUSSELL & INTERSTATE INTERSECTION
AS PREREQUISITE TO SIGNALIZATION
PUC CROSSING NO. 2AD-1.6

326-1487

CITY OF

PORTLAND, OREGON

BUREAU OF TRAFFIC ENGINEERING

Mildred A. Schwab, Commissioner
Donald E. Bergstrom
City Traffic Engineer
317 S.W. Alder Street
Portland, Oregon 97204
(503) 248-4295

April 30, 1982

C. David Lanning, Transportation Specialist
Rail Rate and Service Division
Public Utility Commissioner of Oregon
Labor and Industries Building
Salem, OR 97310

RE: 90/10 Project: Crossing No. 2AD-1.6, N. Russell Street and Larrabee Avenue, Portland

Dear Mr. Lanning,

We have received your letter of April 19, 1982, wherein a description and sketch were presented showing additional roadway and signal work necessary for the installation of a signalized grade crossing at the above noted location.

This bureau has reviewed the street improvement proposals and we have no objections to upgrading the signal at Interstate and Russell to include left turn phases for Interstate Ave. traffic.

Funding for adding left turn phases to existing signals was dropped from the Capitol Improvement Projects for FY 82/83. Funding for signals was limited to signal replacements. Presently there are approximately 200 signalized intersections ahead of Interstate and Russell for replacement. It would be several years before it would be in our replacement schedule.

As part of the Greeley/I-5 project a southbound Interstate to eastbound Russell left turn lane and signal is to be added. It is possible the northbound left turn lane and signal phase could also be added as part of this project. ODOT metro would have to be contacted to obtain their approval for this additional work.

The problem with doing the signal work as part of the Greeley/I-5 project is that funding is insufficient for the Greeley/I-5 project at this time, however, the funding situation could change at any time.

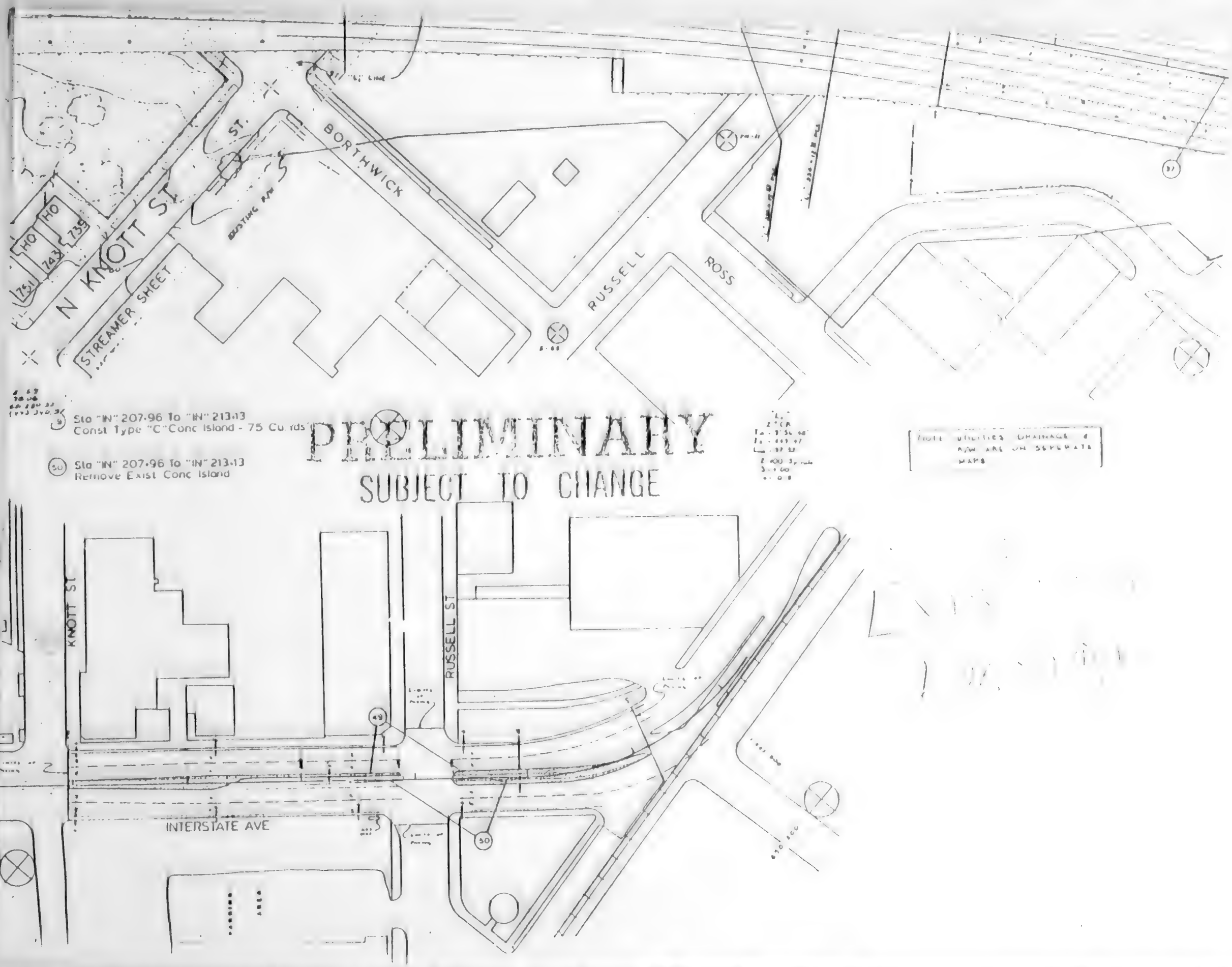
In summary, this bureau has no objections to the proposed roadway and signal changes as outlined in your letter of April 19, 1982. At present however, this bureau has no funding available to do the necessary signal changes, nor does it appear funding will be available in the near future.

Sincerely,

Mike Bauer

Mike Bauer
Traffic Engineer

cc: Dick Schmidt
Don Frantz, ODOT


N KNOTT ST
STREAMER SHEET
BORTHWICK
RUSSELL
ROSS
HO
HO
739
743
731
KNOTT ST
RUSSELL ST
INTERSTATE AVE
49
50
PRELIMINARY
SUBJECT TO CHANGE
(49) Sta "IN" 207+96 To "IN" 213+13
Const Type "C" Conc Island - 75 Cu Yds
(50) Sta "IN" 207+96 To "IN" 213+13
Remove Exist Conc Island
NOTE UTILITIES DRAINAGE & R/W ARE ON SEPERATE MAPS

Portland

STATE OF OREGON
Highway – Traffic

INTEROFFICE MEMO
TRA 7-5

TO: D. N. Stoudenmeyer
Design Supervisor

DATE: July 16, 1982

FROM: L. E. George
Traffic Engineer

SUBJECT: Signing
N. Greeley Ave. Connection to I-5 (Portland)
FAU 9945
Multnomah County

Attached are two prints of the approved sign study plan for the above-noted project.

L. E. GEORGE – TRAFFIC ENGINEER

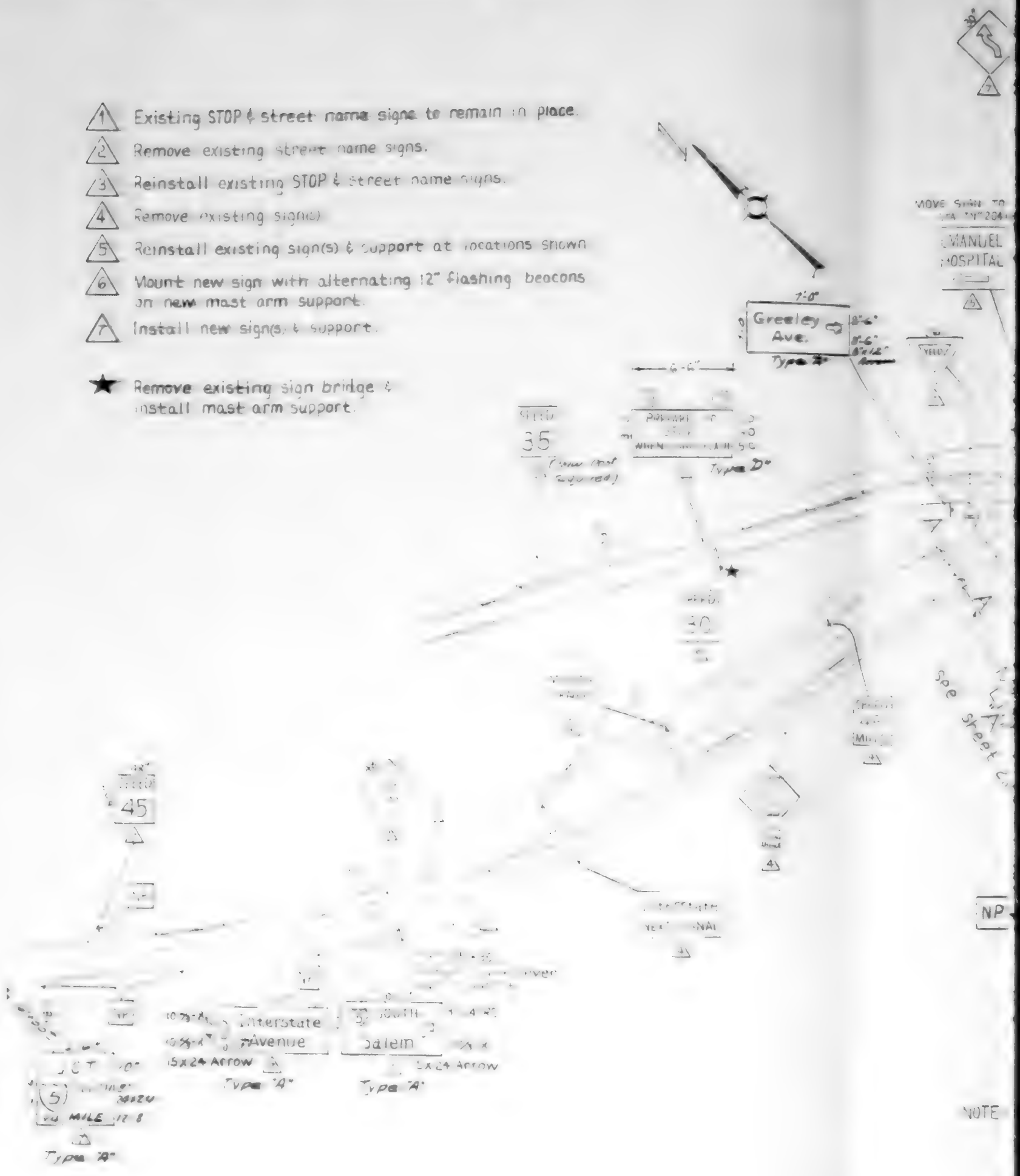
Bend

ELS:np
Att.

cc: E. L. Hardt – w/att.
M. Payne – w/att.
Jon Rose – w/att.

1. Existing STOP & street name signs to remain in place.
2. Remove existing street name signs.
3. Reinstall existing STOP & street name signs.
4. Remove existing sign(s).
5. Reinstall existing sign(s) & support at locations shown.
6. Mount new sign with alternating 12" flashing beacons on new mast arm support.
7. Install new sign(s) & support.

★ Remove existing sign bridge & install mast arm support.



Existing Sign to Remain In Place

NPI =

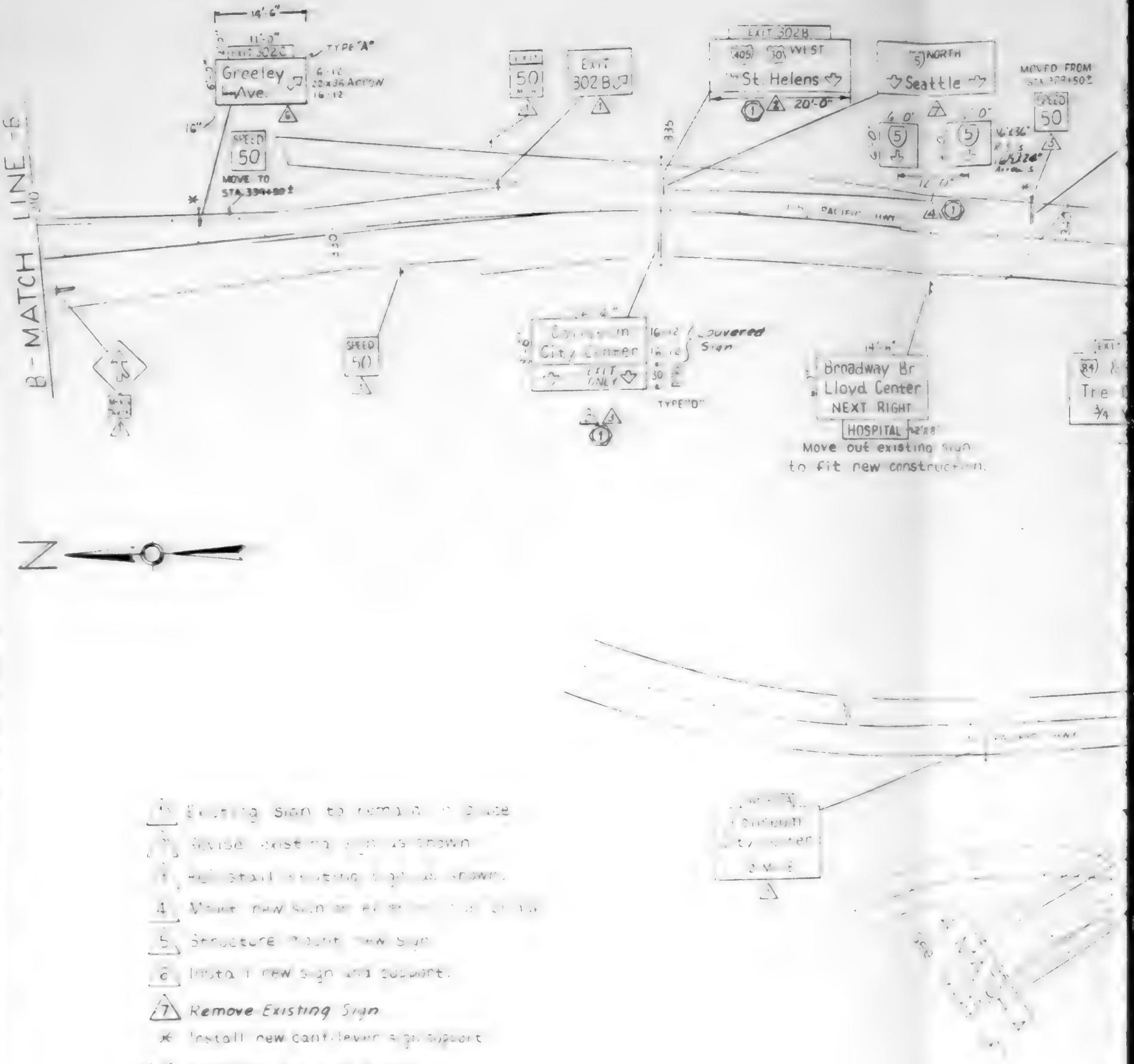
[illegible] NPI sign [illegible]
[illegible] post [illegible]

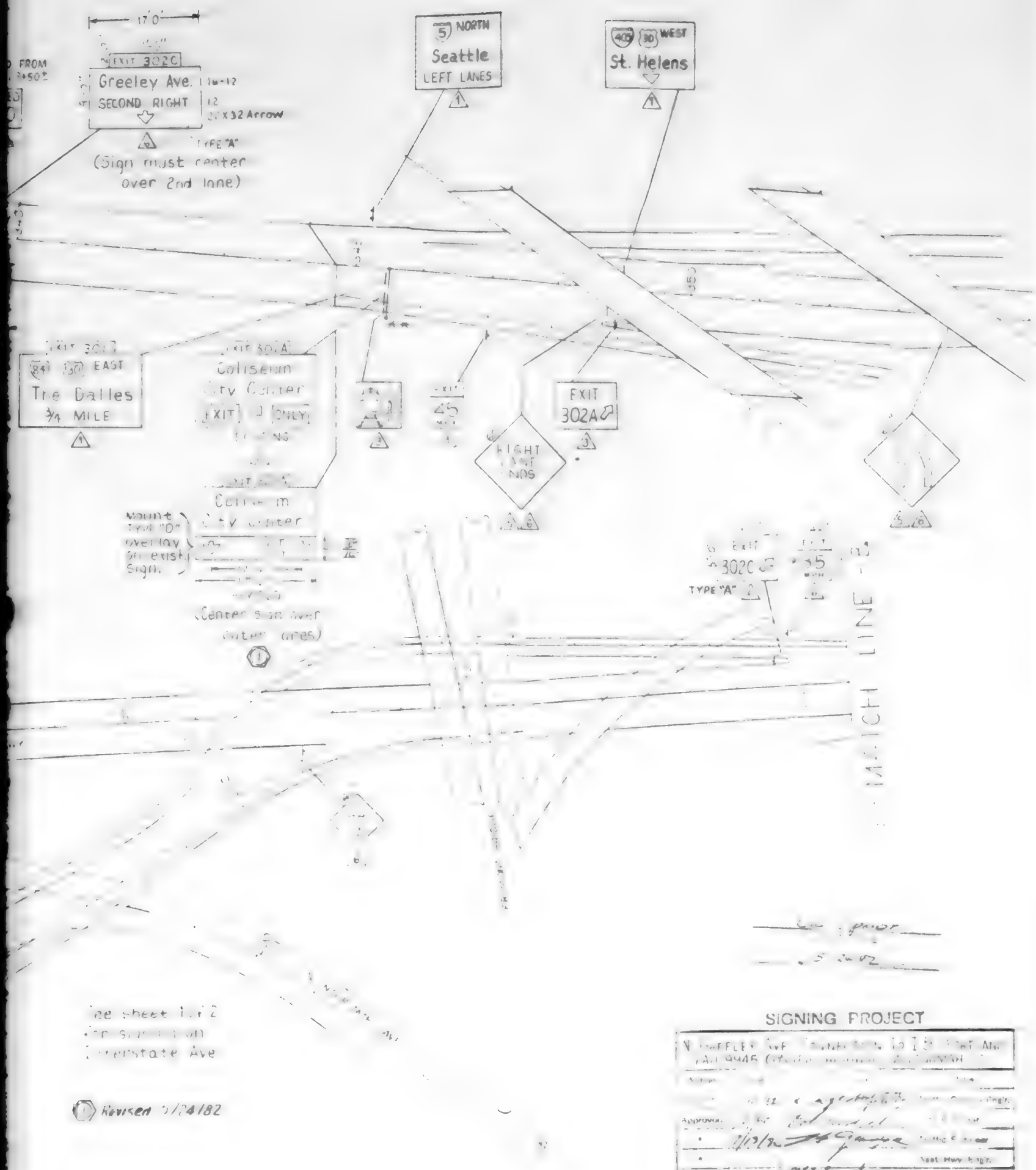
NOTE: Remove [illegible] NO PARKING
[illegible]
[illegible]
[illegible] supports for [illegible] signs on
[illegible] streets to be [illegible] Type B.

R.C. Speer
[illegible]

SIGNING PROJECT

Action	Date	Signature	Title
Submitted	[illegible]		Traffic Control Engr.
Approved	[illegible]		Sign Engineer
[illegible]	[illegible]		Traffic Engineer
[illegible]			Asst. Hwy. Engr.
Accepted	[illegible]	[illegible]	FHWA


B - MATCH LINE - B
14'-6"
11'-0"
EXIT 302C
Greeley Ave.
TYPE "A"
6-12
22x36 Arrow
16-12
16"
SPEED 50
MOVE TO STA. 334+80±
EXIT 50
EXIT 302B
335
EXIT 302B
(405) (30) WEST
St. Helens
20'-0"
5) NORTH
Seattle
MOVED FROM STA. 333+50±
SPEED 50
6'-0"
12'-0"
16x36"
PACIFIC HWY
330
SPEED 50
City Center
EXIT ONLY
16-12
Louvered Sign
30
TYPE "D"
14'-0"
Broadway Br
Lloyd Center
NEXT RIGHT
HOSPITAL
Move out existing sign to fit new construction.
EXIT
(84)
Tre
3/4
Existing Sign to remain in place
Revise existing sign as shown
Install existing sign as shown.
Move new sign to
Structure mount new sign
Install new sign and support.
Remove Existing Sign
Install new cantilever sign support
Lengthen out sign bridge to fit new construction.



See sheet 1 of 2 for Signing on Interstate Ave

1 Revised 7/24/82

SIGNING PROJECT

Approved	7/13/82
Accepted	7/15/82

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: IX-9926(8)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA, Division Administrator

4. PROGRAM NO.:

5. ITEM NO.: 90014

2A. COUNTY NAME: Multnomah

6. TO

Mr. H. S. Coulter,
State Highway Engineer
Oregon State Highway Division
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 6/29/82

8. FEDERAL ROUTE NUMBER: FAU 9926

9. STATE ROUTE NUMBER: City Street

10. GENERAL LOCATION:

I-5 Freeway - North Greeley Avenue Section

11. GENERAL DESCRIPTION OF WORK

Utility Adjustment

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☒ OTHER *(Specify)* Utility Adjustment

13. REMARKS

As requested in Mr. Swan's letter of 6/23/82, you are now authorized to proceed with the actual adjustments to the City of Portland, Bureau of Water Works Water lines and hydrants on an actual cost bases estimated to be $19,568, FF $16,632.80.

I approve the agreement with the City of Portland Bureau of Water Works.

Approval and participation for the eligible portion of the work authorized above is subject to the provisions of the Federal-aid Program Manual.

RECEIVED
STATE HWY ENGR
JUL 7 82
REFER TO
Mail Room
LATER

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
6/29/82	E. Wilken	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

NOTED
L. S. HUNTER

ROW 18-4

June 23, 1982

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

FROM: D. E. Swan
Program Control Engineer

SUBJECT: Water Facilities Adjustment
Bureau of Water Works
City of Portland
I-5 Freeway-N. Greeley Ave. Section
City Street (N. Going St.)
Multnomah County
Project No. IX-9926(8)

RECEIVED
TECHNICAL SERVICES
JUN 24 '82
REFER TO
FOR

Info	Invest	R/D	D/R	Sign	Act	File

Here is a copy of an estimate of cost to adjust the Bureau of Water Works facilities dated May 12, 1982.

A certification as to the City's rights in the land occupied by their facilities is in our files.

The conflict was anticipated. The Bureau of Water Works was advised verbally of the conflict as soon as it was known. The relocation agreement will, therefore, consist of verbal notification of conflict, the estimate and sketch submitted herewith and our letter authorizing them to proceed with the work.

An appropriate permit for the utility's proposed relocation will not be issued as the water facilities occupy City street right of way.

The State is not entitled to a credit for expired service life under the provisions of Paragraph 9b (1) (b) of PPM 30-4, as the relocation involves a segment of facilities less than one mile in length.

There will be no betterment derived from the proposed adjustment of the Bureau's facilities.

Your approval of the actual cost agreement, as evidenced above, and authorization to proceed with the work under the provisions of PPM 30-4 and 30-4.1 is requested. Estimated cost to the State is $19,568.

JMC/DES/llr
Enclosure
cc: E. S. Hunter
Jack M. Cartwright
Brett I. Kesterson - City of Portland
Gary Kennen

June 1, 1982

ACC

Mr. Dick Schmidt
State Highway Coordinator
City of Portland
Bureau of Street & Structural Engineering
621 S.W. Alder Street, Room 725
Portland, Oregon 97205

Dear Mr. Schmidt:

On May 27, 1982 we received a satisfactory bid from E. Lee Robinson Construction Co., P.O. Box 23243, Tigard, Oregon 97225 for the I-5 Freeway-N. Greeley Avenue noise mitigation project on N. Going Street in Portland.

We estimate the financial sharing of the construction cost will be:

Contractor's Bid		$580,093.31
Anticipated Additional Items:		
Street Trees	$33,000.00	
Portland Maint. Bureau (Sewer)	8,000.00	
Water Bureau	8,000.00	$ 49,000.00
Subtotal		$629,093.31
Contingencies (4 1/2%)		28,309.20
Engineering by City		1.00
Basis for Computation of City Share		$657,402.51
City Share: 15% of $657,402.51 =		36,900.00
Less Early Deposit 5-13-82		(31,400.00)
BALANCE DUE FROM CITY		$ 5,500.00

Please submit the balance of your deposit, in the amount of $5,500 to the Local Government Investment Pool, State Treasurer's Office.

Very truly yours,

L. E. Shaw, P.E.
Bureau Central Engineer

6-10-82
35,200 Deposited
in L.G.I.P.
CA

MEH:mf

bcc w/AD # 82-28 SUPP: Jon Rose, Metro Region
Vern Skoog - Please return completed AD #82-28 Suppl. when advance deposit is received.

Portland

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-8226
Date: May 12, 1982

TO: DONALD R. ADAMS
Final Design Engineer

File No: 326-1987
#50747 (R/W)

FROM: JAMES D. MCCLURE
Project Development Manager

SUBJECT: Greeley-I-5 Ramp

Versicek ✓
Anderson
Adams
RECEIVED
MAY 1982
ROAD DESIGN SECTION

The impact to right-of-way acquisition by the plan revision submitted April 17, 1980, apparently had been overlooked. There is no longer a need for the city property from Stanton yards. What is described as parcel No. 2, file #50747, was required by the original design, but it appears that work under the revised design is contained within city street right-of-way in that area, and will not require a parcel of land for the city shops.

Please proceed with cancelling parcel 2 of file #50747. Parcel 1 of file #50747 will still be needed for work adjacent to Greeley Avenue.

JDM:DEF:pa

cc Rod Henry
Steve Green
Don Fantz

Watson
Bad - Review
Ok forward

ROW 12

STATE OF OREGON

INTEROFFICE MEMO

DEPT: _____ TELEPHONE _____

TO: L. C. Grothaus
Reg. R/W Supervisor
REGION 0

DATE: February 26, 1980

FROM: Adele L. Egan ALE
R/W Office Unit Supervisor

SUBJECT: File 50747
Greeley Avenue/I-5 Section
Pacific Highway
Multnomah County

Attached are two copies of one revised Option form covering right of way to be acquired in connection with the Greeley Avenue/I-5 Section of the Pacific Highway in Multnomah County.

This description has been revised to add an exception. There is no change in area as the area excepted had been taken into consideration in the earlier computation.

File No.	Name	Area
50747	City of Portland	1,617 sq. ft., 5,710 sq. ft.

AC:nn
Enc. 1 Option, etc.
cc: Ed Hardt
Appraisal
F. Lowe
Title
A. Riveness/Exhibit

RECEIVED
FEB 27 1980
Metro R/W Dept.

326-1978
326-1987

EXHIBIT A A

File 50747
City of Portland
JS 2-25-80 8B-14-18

Survey Approval Project
Section: Greeley Avenue/I-5
Highway: Pacific
Throughway

PARCEL 1

A parcel of land lying in Lots 34 and 35, Block 16, COOK'S ADDITION TO ALBINA, Multnomah County, Oregon; the said parcel being that portion of said lots lying Southwesterly of the following described line:

Beginning at the most Westerly corner of Lot 37 of said Block 16; thence Southeasterly in a straight line to the Southeasterly line of said Lot 34 at a point 45 feet Southwesterly of the most Easterly corner of said Lot 34.

EXCEPT therefrom that portion of said Lots 34 and 35 lying Southwesterly of a line parallel with and 60 feet Northeasterly of the Southwesterly line of said Lots.

The parcel of land to which this description applies contains 1,617 square feet, more or less.

PARCEL 2

NOT NEEDED

A parcel of land lying in Lots 4, 5, and 6, Block 12, PROEBSTELS ADDITION, Multnomah County, Oregon; the said parcel being that portion of said lots lying Westerly of the following described line:

Beginning at the Northwest corner of said Lot 4; thence Southeasterly in a straight line to the Southerly line of said Lot 4 at a point 45 feet Easterly of the Southwest corner of said Lot 4; thence Southeasterly in a straight line to the Southerly line of said Lot 5 at a point 60 feet Easterly of the Southwest corner of said Lot 5; thence Southwesterly in a straight line to the Southerly line of said Lot 6 at a point 30 feet Easterly of the Southwest corner of said Lot 6.

The parcel of land to which this description applies contains 5,710 square feet, more or less.

jmc/

NOTE: Parcel 1 Access Completely Restricted (to the Greeley Ave. connection to the Pacific Highway).
Parcel 2 Access Completely Restricted (to Parcel).

N.

N.

MORRIS

BORTHWICK

KERBY

N.

STANTON

ALBINA

N. 31862

GRAHAM

DEC 26 1979

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTRAOFFICE MEMO
Telephone: 238-8230
Date: April 17, 1980

File No: 826-1987

PBM PDE TSE SPC
ODOT - METRO

APR 18 1980

AMS PPS PPC FILE T/A

TO: DUANE CHRISTENSEN
Final Design Engineer

FROM: K. D. LIMBOCKER
Final Design Engineer

SUBJECT: Greeley - I-5 Ramps

Submitted are plans reflecting the recent revision to the Greeley-I-5 ramps project. It was necessary to realign Mississippi Avenue in order to allow room for the future "F2" ramp which will be part of upcoming major improvements on I-5.

In order to relate this project to future I-5 work, we found it necessary to transfer all coordinates to the Oregon North Zone System. This has caused minor revisions (seconds and hundredths) to some bearings and distances. These revisions are shown on the construction plan, but not on the drainage plan.

A possible future light rail alignment has been shown. Such a route is seen as a possibility in about 30 years. Bridge columns and abutments should be located accordingly.

Fill from the "GN2" ramp will spill against existing bridge columns under the I-5 structure. Some type of protective treatment may be in order.

Perhaps excess material, if any, could be used to grade the future "F2" ramp. Also, some consideration should be given to constructing the "F2" retaining wall initially, although we here do not feel this should be done. Future construction room would be tight, but should be adequate.

Surfacing depths for the "MR" and "F2" ramps are as received from Clarence Gregg.

Driveways have been located as per the City's request.

The City would have preferred that the sidewalk on realigned Mississippi be on the east side of the street but has now approved the west side location. We preferred the west side in order to allow better sight distance for southbound vehicles and to keep pedestrians away from the Stanton Yard driveways.

We assume that fence removal and replacement fronting Stanton Yard will be the City's responsibility.

Plans submitted reflect only the portion of the project which we revised. To our knowledge, everything else should remain as originally submitted except for minor revisions to alignment data caused by transferring

coordinates to the Oregon North Zone system.

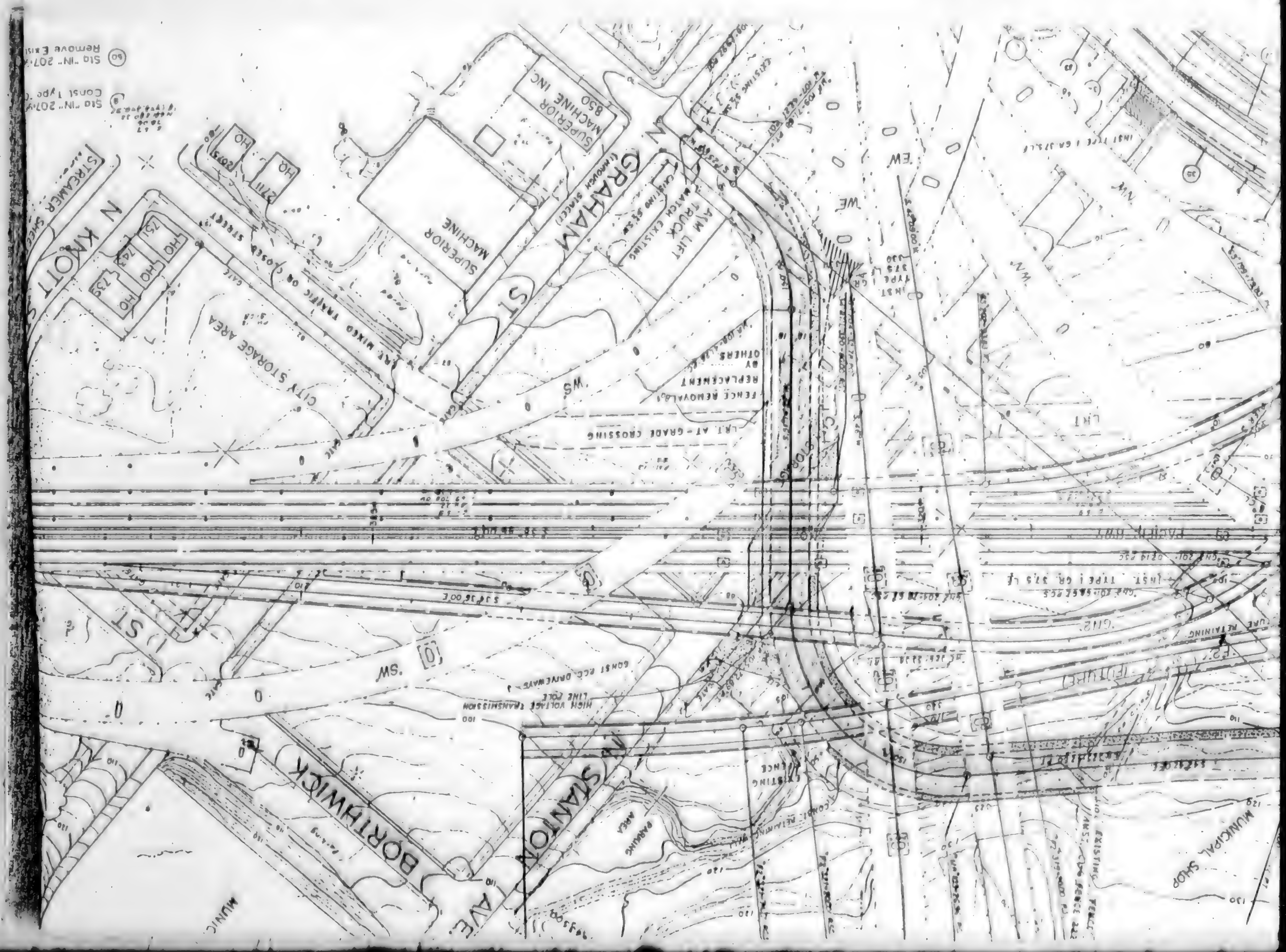
Plans submitted are:

1"=50' construction plan
1"=50' drainage plan
1"=50' colored drainage plan
Mississippi Avenue wall vicinity map
Typical cross sections
"GN2" cross sections
"MR" cross sections
Proposed profiles
Drainage profiles
Package coordinates, grade sheets, and correspondence

KDL/po

cc: Don Fantz
E.J. Dunn

Attachment


GRAHAM ST
N KNOTT ST
STREAMER STREET
CITY STORAGE AREA
SUPERIOR MACHINE
SUPERIOR MACHINE INC
850
ATM LIFT (TRUCK
BORTHWICK AVE.
STANTON
SW.
WS
EW
WE
LRT
LRT AT-GRADE CROSSING
FENCE REMOVAL & REPLACEMENT BY OTHERS
HIGH VOLTAGE TRANSMISSION LINE POLE
MUNICIPAL SHOP
PARKING AREA
EXISTING FENCE
PROPOSED
INST TYPE I GR 375 LF
INST TYPE I GR 375 LF
HO
235
243
251
2711

MUNICIPAL SHOP

EXISTING FENCE

RECOMD. RETAINING WALL

PARKING AREA

EXISTING FENCE

STANTON AVE.

BORTHWICK

HIGH VOLTAGE TRANSMISSION LINE POLE

CONST. P.C.C. DRIVEWAYS

FUTURE

FUTURE RETAINING

INST. TYPE I GR. 37.5 LF

PACIFIC HWY

L.R.T.

L.R.T. AT-GRADE CROSSING

FENCE REMOVAL & REPLACEMENT BY OTHERS

INST. TYPE I GR. 37.5 LF 330

INST. TYPE I GR. 37.5 LF

PROPOSED DOUBLE EASEMENT

PROPOSED R/W

ALM LIFT TRUCK MATCH EXISTING

EXISTING

N. GRAHAM ST

(IMPOUGH STAGE?)

SUPERIOR MACHINE

SUPERIOR MACHINE 850 INC.

L.R.T. MIXED TRAFFIC OR

CITY

STATE OF OREGON
HIGHWAY DIVISION - ODOT

INTEROFFICE MEMO
LOC 3

TO: F I L E

DATE: May 12, 1982

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Footpaths and Bicycle Trails
May 27, 1982 Bid Letting

This is an informational report to document the Highway Division's action taken with regard to establishing footpaths and bicycle trails as set forth in ORS 366.514. Bids will be opened May 27, 1982 on the following projects:

1. Coos Bay/Roseburg Highway @ 10th Street (Coquille)
   Coos Bay/Roseburg Highway, Coos County
   Traffic Signals

   Sidewalk ramps and pedestrian signals to be installed as part of this project.

2. Ukiah Rock Production
   Pendleton-John Day Highway, Umatilla County
   Aggregate Crushing

   Footpaths or bicycle trails are not incorporated in this project as no new highway construction, reconstruction or relocation is involved.

3. Ochoco Creek-Barnes Butte Road (Prineville)
   Ochoco Highway, Crook County
   Grading and Paving

   Bikeway project. Existing highway will be widened for six-foot shoulder bike lanes.

4. Port Orford-Cape Sebastian
   Oregon Coast Highway, Curry County
   Grading and Paving

   Bikeway and guard rail project. Shoulders on certain units will be widened to provide four- to six-foot shoulder bike lanes.

5. Hudson Slough Bridge
Smith River Road, Douglas County
Grading, Paving and Structure

Twelve-foot lanes with four-foot shoulders available on roadway and structure

Footpaths and bicycle trails will not be established under this project as per ORS Chapter 366, Section 2, subsection 2(c), which states, "footpaths and trails are not required to be established . . . where sparsity of population, other available ways or other factors indicate an absence of any need for such paths and trails."

6. Juniper Canyon Bridge
John Day Highway, Gilliam County
Grading, Paving and Structure

Twelve-foot lanes with four-foot shoulders available on roadway and structure.

Same as No. 5.

7. Valley of the Rogue State Park, Suncrest and Siskiyou Safety Rest Areas
Building Construction

Same as No. 2.

8. South Santiam River (Sweet Home) Bridge
Pleasant Valley Road, Linn County
Grading, Paving and Structure

Twelve-foot lanes with six-foot shoulders available on roadway and structure.

Same as No. 5.

9. Vail Creek-Nylund Road
Santiam Highway, Linn County
Grading and Paving

Multi-lane with eight-foot shoulders. To be striped and signed for shoulder bike lanes.

10. Chemawa Road-Greenwood Drive
N. River Road, Marion County
Grading and Paving

Multi-lane with five-foot, six-inch sidewalks with curb ramps for bicycle and pedestrian use.

11. Bombing Range Road-Butter Creek (Unit 2)
Lexington-Echo Highway, Morrow County
Grading, Paving and Structures

Twelve-foot lanes with two- to four-foot shoulders available. Structure roadway widths are thirty-one feet, six inches.

Same as No. 5.

12. Boardman, Stanfield and Deadmans Pass
Safety Rest Areas
Columbia River and Old Oregon Highways
Morrow and Umatilla Counties
Building Alteration

Same as No. 2.

13. Farris Road-Powell Boulevard (Gresham, Unit 2)
FAU 9867, Multnomah County
Grading and Paving

Multi-lane with four-foot shoulder bikeway lanes and six-foot sidewalks with curb ramps.

14. I-5 Freeway-N. Greeley Avenue (Portland)
N. Going Street, Multnomah County
Sound Barrier, Bicycle/Pedestrian Path and Landscaping

An independent eight-foot bikepath/sidewalk, sidewalks and curb ramps will be constructed under this contract.

RPS:ge

cc E. S. Hunter
D. G. Talbot
L. E. George
F. E. Terpin
George Bell
Don Harwell

May 7, 1982

ACC

Mr. Dick Schmidt
State Highway Coordinator
City of Portland
Bureau of Street & Structural Engineering
421 S.W. Alder Street, Room 725
Portland, Oregon 97205

Dear Mr. Schmidt:

We have advertised the Interstate, Lombard Avenue Section of N. Going Street for bidding on May 7, 1982.

Our estimate of the financial sharing of the construction cost will be:

Estimated Construction Cost	$[illegible]
Less: Less Economy Factor	$[illegible]
Cost for Operation of the Port	$[illegible]

CITY SHARE [illegible] = $[illegible]

LOCAL SHARE [illegible] = $[illegible]

Immediately following award of the contract, we will request the balance of the City's share.

The attached sheet has various payment options for using an advance deposit. Please use the option of your choice.

[illegible]
Program Control [illegible]

Rec'd LGIP
5-13-82
per Jan Peterson
KEH

[illegible]
Attachment

bcc w/AD # 82-28: Jon Rose, Metro Region
Vern Skoog - Please return completed AD # 82-28
when advance deposit is received.

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: IX-9926(8)

2. STATE PROJECT NO.: See below

3. FROM: Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 90014

2A. COUNTY NAME: Multnomah

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
5/5/82	FAU 9926	City Street

10. GENERAL LOCATION:

I-5 Freeway - North Greeley Avenue Section

11. GENERAL DESCRIPTION OF WORK

Sound Barrier, Bicycle/Pedestrian Path and Landscape

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☒ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☐ OTHER *(Specify)*

13. REMARKS

Mr. Swan's 5/3/82 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $699,294 Federal Funds $594,399.

A signed copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
MAY 14 '82
REFER TO
FOR
Init. Dev. R/D Right Dsgn. Act File

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
5/5/82	[signature]	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation

HIGHWAY DIVISION

TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.

PRO 6-2

May 4, 1982

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: D.E. Swan, P.E.
Program Control Engineer

SUBJECT: Project Withdrawal
Item No. 90014
Project No. IX-9926(5)
N. Basin Ave.-Pacific Hwy. (Portland) Sec.
Multnomah County

I request your approval to withdraw the subject project from the Federal-Aid highway program since the City has purchased the required right-of-way utilizing EDA funds.

Enclosed are copies of a revised project agreement to withdraw the funds currently under project agreement.

CL:bkc
Enc.

cc: E. Mershon
J. Peterson
G. Zehner
F. Lowe

Form 734-3122

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.

PRO 6-2

April 23, 1982

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

Original Signed By
D. E. Swan

FROM: D.E. Swan, P.E.
Program Control Engineer

SUBJECT: Project Data Submission
Item No. 90014
Project No. IX-9926(8)
I-5 Freeway - N. Greeley Ave. Sec.
Multnomah County

Attached support data consists of PR-1 forms and project maps for the subject project.

It is Oregon State Highway Division's present intention to receive bids for this project on May 27, 1982.

A copy of the State Clearinghouse A-95 review was previously forwarded.

The project concept was submitted by letter dated October 2, 1978 to FHWA from the Governor of Oregon.

DRH:bkc
Attachments

cc: E.L. Hardt (Metro)
Jon Rose (Metro)
Earl Mershon (Metro)
Gary Zehner (w/att.)
General Files

KEH

Form 734-3122

Budget Bureau No. 41-R20?.
U.S.

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W. O.

FORM PR-1 (REV. 4-61)

April 23, 1982

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

CARD 2 — REPORT NUMBER (18)–(20) — PROJECT LOCATION (45 typewriter spaces): Street, N. Basin to Pacific Hwy. (Portland) (21–65)

ADT — PRESENT: 24,500 — FUTURE: ----- (66–70) — YEAR: ---- (71–72) — REGION: 10 — STATE NAME: Oregon

CARD 3 — CHARACTER OF PROPOSED WORK (35 typewriter spaces): Minor structures & traffic signals (26–62) — NATL. FOREST (63–65) — FH ROUTE NO. (66–68) — SUPV AGCY (69) — DA CLASSIF. (70) — DA AREA (71) — EMERG. YR. (72–73) — PL. AUTH YR (74–75) — PROJECT NUMBER: PREFIX LETTER(S): IX- (14–28) — NUMBER: 9926 (7)

CARD — CLASS OF FEDERAL FUNDS: Interstate Transfer Grants — COUNTY NAME: Multnomah (CO: 05) — NAME OF URBAN AREA: Portland (17–31) — ROUTE NO. U — FEDERAL-AID: 9926 (32) — STATE: Street * (36–37) — U.S.: ----

ESTIMATED PROJECT COST BY PHASES

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	CLASS	WORK TYPE	STEP	TERMINI (Full description)	MILES	TOTAL ESTIMATED COST	FEDERAL FUNDS (85%)	STATE FUNDS	OTHER FUNDS (City)
1	(1-4 5)	(16)	41	42	43–46	55		(54)–(55)	(56)–(66)	(67)–(76)		
5					PE							
5					ROW							
5					CONST (CODE) Y007 Y031		"I-5 Freeway - N. Greeley Ave. Sec."	0.00	700,000	595,000 (I-505)	----	105,000
								0.00	700,000	595,000	----	105,000

(16) (23) (24) (33)

CARD 1 — CODE 1 — PREPARED BY: DRH — PROJECT TOTALS

CARD 1 — CODE 14 — PROGRAM APPROVAL DATES: 9-25-81

REMARKS: Additional Data: Item No. 900 [illegible] Nos. IX-9926 [illegible]

* N. Going St.

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

FORM PR-1 (REV. 4-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

April 23, 1982

PROJECT LOCATION (45 typewriter spaces)		PRESENT	FUTURE	YEAR	REGION	STATE NAME	STATE CODE	APPN CODE	ITEM NO.
eet, N. Basin to Pacific Hwy. (Portland)	ADT	24,500	-----	----	10	Oregon	41	580	90014

WORK (35 typewriter spaces)	NATL. FOREST	FH ROUTE NO.	SUPV AREA	DA CLASIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PROJECT NUMBER: PREFIX LETTER(S)	NUMBER	SEQ. NO.	I. Projects Only: POST MI.	DESIG.
traffic signals								IX-	9926	(8)		

	COUNTY NAME	CODE	PROGRAM STAGE
state Transfer Grants	Multnomah	051	1 OR 2
Portland	ROUTE NO. U; FEDERAL-AID 9926; STATE Street *; U.S. ----		

WORK TYPE	STEP	TERMINI (Full description)	MILES	TOTAL ESTIMATED COST	FEDERAL FUNDS (85%)	STATE FUNDS	OTHER FUNDS (City)	CHARACTER OF PROPOSED WORK (Full description)
E								
OW								
NST (CODE) 007 031		"I-5 Freeway - N. Greeley Ave. Sec."	0.00	700,000	595,000 (I-505)	----	105,000	ROW - 90' normal; Access Control-none; Parking Restrictions-complete.
	DRH	PROJECT TOTALS	0.00	700,000	595,000	----	105,000	

APPROVAL DATES: 9-25-81

* N. Going St.

REMARKS
Additional Data: Item No. 90014; Project Nos. IX-9926(2) & (5).

USCOMM DUSCOMM-DC 48905-P61

I-5 Freeway - N. Greeley Ave. Section

Remarks continued:

Project Data: The work consists of 1) noise mitigation measures on N. Going Street requiring construction of earth berms, sound walls, retaining walls; 2) up-grade existing traffic signal at N. Interstate Ave.; 3) utility adjustments as required and 4) incidental work common to this type of project.

Data for PR-37's:	Type Code	Y220	$638,500
		Y031	41,500

Accommodation of Utilities: A State-City Agreement No. 6805 complying with paragraph 6d(1) of PPM 30-4.1 was executed 8-6-80.

Maintenance: A State-City Agreement No. 6805 complying with Section 116, Title 23, U.S.C. was executed 8-6-80.

Note: 1) This project is in Congressional District No. 3.
2) Include in MSD FY '82 TIP on page 41 item 48.

Section I-5 Freeway - N. Greeley Ave. Sec Programming Estimate $ _____

Highway N. Going St. Proje Length 0.5 ±

County Multnomah Completion Time 180 calendar days

Kind of Work Sound Barrier, Bicycle/Pedestrian Path and Landscaping Est. Comp. Date 12-24-82

Prefix 326 - 1966 Letting Date May 27, 1982 Project No. IX-9926(8)

ESTIMATED CONSTRUCTION AUTHORIZATION

Estimated Contract Amount . . . . $ 567,131 50

Anticipated Additional Items:

Royalty Payment		
Permit Fees		
Slide Correction		
Railroad Protective Costs		
Other Railroad Costs		
Permanent Signing		
Permanent Pavement Striping		
Temporary Pavement Striping		
Remove Pavement Striping (Exist. & Temp.)		
Temporary Erosion Control		
State Furnished _____		
Roadside Seeding & Mulching		
Asphalt Cement Adjustment		
On the Job Trainees ($0.80 x ____ hrs.)		
State Responsibility for Damages		
Signal Controller Testing		
"OPTICOM" Testing		
Bikeway Signs		
Bikeway Striping & Legend		
Street Trees	33,000	
_____		
Adjust Utilities		
Portland Maintenance Bureau (Sewer)	8,000	
Water Bureau	8,000	
_____		
Subtotal		$ 49,000 00

Subtotal	$ 616,131 50
Contingencies (4-1/2%)	27,725 92
Engineering (8, (9), 10%)	55,451 84
Subtotal	$ 699,309 26
Credit for _____	
Estimated Net Authorization, Construction	$ 699,309 26

APPROVED

cc: Jon Rose
Earl Hershon

_____
Road Design Engineer

82-$610,000 CONST OK

REC'D 4-22-82 #=44414 G

*85%

Rev. 11/81

SUMMARY--BID SCHEDULE--COST ESTIMATE

OREGON STATE — HIGHWAY DIVISION

Section	County	Sheet of
I-5 Freeway – N. Greely Ave. Sec.	Multnomah	1 4
Kind of Work	**Length**	**Date**	**Name**
Sound Barrier, Bicycle/Pedestrian Path and Landscaping	.5	4-6-82	Borgsteadt

COST ANALYSIS UNIT. 4-16-82

THIS ENGINEERING ESTIMATE IS PRICED FOR BID LETTING 5-[illegible]-82

No.	Item BW	Code	Unit	Quant.	Unit Cost	Total
	Mobilization		Lump Sum	All	(6%)	32,000 00
	Temporary Protection and Direction of Traffic		Lump Sum	All	–	10,000 00
	Temporary Signs		Sq. Ft.	290	6 00	1,740 00
	Temporary Barricades		Each	6	125 00	750 00
	Temporary Plastic Safety Markers		Each	30	80 00	2,400 00
	Sequential Arrow Signs		Each	2	2,500 00	5,000 00
	Flagmen		Hour	250	22 00	5,500 00
	Roadwork					
	Clearing and Grubbing		Lump Sum	All	–	7500 00
	Removal of Structures and Obstructions		Lump Sum	All	–	18,000 00
	Removal of Buildings		Lump Sum	All	–	3500 00
	Embankment in Place		Cu. Yd.	~~2700~~ 2600	3 75	9750 00
	Furnishing and Placing Topsoil		Cu. Yd.	950	8 00	7,600 00
	1"-0 Aggregate Base		Cu. Yd.	65	13 50	877 50
	Class "B" or "C" Asphalt Concrete		Ton	180	30 50	5,490 00
	Plain Concrete Pavement		Cu. Yd.	110	95 00	10,450 00
	~~8-inch Sewer Pipe~~		~~Lin. Ft.~~	~~76~~	~~6 00~~	
	8-inch Sewer Pipe		Lin. Ft.	232 ~~71~~	8 00	1,856 00
	Concrete Manholes		Each	2	1500 00	3,000 00

SUMMARY--BID SCHEDULE--COST ESTIMATE

OREGON STATE — HIGHWAY DIVISION

Section: I-5 Freeway — N. Greely Ave. Sec. | County: Multnomah | Sheet: 2 of 4

Kind of Work | Length | Date: 4-6-82 | Name: Bergstedt

No.	Item	Code	Unit	Quant.	Unit Cost	Total
	Concrete Inlets, Standard		Each	11	400.00	4,400.00
	Concrete Inlets, Field		Each	1	250.00	250.00
	Concrete Inlets, Double		Each	2	550.00	1,100.00
	Sidewalk Drains		Each	1	150.00	150.00
	Concrete Walks and Driveways		Cu. Yd.	260	100.00	26,000.00
	Concrete Stairs		Lin. Ft.	24	12.00	288.00
	Concrete Curbs		~~Sq. Yds~~ Lin. Ft.	1375	6.00	8,250.00
	~~Asphaltic Walks~~ Concrete Barrier		Lin. Ft.	69	25.00	1,725.00
	~~Loose Riprap Class 50~~		~~Lump Sum~~ Cu. Yd.			
	Adjusting Manholes		Each	3	175.00	525.00
	Structures					
	Precast Concrete Panels		Sq. Ft.	22,424	10.00	224,240.00
	Precast Concrete Pilasters		Lin. Ft.	2,652	22.00	58,344.00
	Pilaster Footing		Lin. Ft.	931	35.00	32,585.00
	Weep-holes		Each	~~9~~ 11	50.00	550.00
	Saw Cutting Top of Concrete Panels		Lin. Ft.	43	10.00	430.00

734-1736 (8-81)

OREGON DEPARTMENT OF TRANSPORTATION

SUMMARY--BID SCHEDULE--COST ESTIMATE

OREGON STATE — HIGHWAY DIVISION

Section	County	Sheet of
I-5 Freeway – N. Greeley Ave. Sec.	Multnomah	3 4
Kind of Work	**Length** / **Date**	**Name**
	4-6-82	Bergstedt

No.	Item	Code	Unit	Quant.	Unit Cost	Total
	Signing					
	Removal of Existing Sign Installations		All	All	—	1,200 00
	Wood Sign Posts		All	All	—	460 00
	Sign Support Footings		All	All	—	450 00
	Single Post Slip Base Sign Supports		All	All	—	714 00
	Type "A" Signs in Place		Sq. Ft.	43	17 00	731 00
	Type "D" Signs in Place		Sq. Ft.	16	14 00	224 00
	Move and Reinstall Existing Signs		All	All	—	1,500 00
	Illumination					
	Removal of Existing Illumination		All	All		800 00
	Roadway Illumination Installations, Complete		All	All	—	3,000 00 ~~2,200~~
	Signals					
	Traffic Signal Modifications, Complete		All	All	—	36,500 —

734-1736 (8-81)

SUMMARY--BID SCHEDULE-COST ESTIMATE

OREGON STATE HIGHWAY DIVISION

Section	County	Sheet	of
I-5 Freeway — N. Greely Ave. Sec.	Multnomah	4	4
Kind of Work	Length .5	Date 4/8	Name Engstedt

No.	Item	Code	Unit	Quant.	Unit Cost	Total
	Landscaping					
	Roadside Seeding and Mulching		Sq. Ft.	54,000	0 06	3,240 00
	Meadow Grass Seeding and Mulching		Sq. Ft.	58,000	0 05	2,900 00
	Asphalt Walks		Sq. Yd.	600	12 50	7,500 00
	Bench		All	All	—	300 00
	Furnishing and Planting Coniferous Trees		Each	88	30 00	2,640 00
	Furnishing and Planting Deciduous Trees		Each	12	25 00	300 00
	Furnishing and Planting Shrubs		Each	403	10 00	4030 00
	Furnishing and Planting Ground covers		Each	11,524	1 00	11,524 00
	Furnishing and Planting Vines		Each	103	6 00	618 00
	Bark Mulch		Unit	34	125 00	4,250 00

734-1736 (8-81)

OREGON STATE HIGHWAY DIVISION
120 DOT Building
Salem, Oregon 97310

Hwy # 126

Attention: Right-of-Way Section

Subject: Federal Aid Project No. M-IX-9926 Prefix 326-1966

Project Name N. Basin Ave. - Pacific Hwy
Going Street (Noise Mitiga. - Bike)

Regarding the above referenced project, we hereby certify that to the best of our knowledge and belief:

A. Existing Right-of-Way

☐ 1. All construction can be accomplished completely within the existing right-of-way. This existing right-of-way was acquired prior to January 2, 1971.

B. New Right-of-Way

☒ X 2. This project required additional right-of-way purchased after January 2, 1971. Right-of-way, easements, or rights-of-entry required for this project have been secured in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and all incidental charges related to the transfer of property will be paid by the state in accordance with said Act.

☐ a. There was no displacement of persons from residences, farms or businesses.

☐ b. There was displacement of persons from either residences, farms or businesses and in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, displaced persons, businesses, or farm operations have been provided relocation payments, if eligible, and relocation assistance. Displaced individuals or families have been informed that adequate, safe and sanitary housing was available to them within their financial means, sanitary and fair housing practices prevail, etc., within the open market.

C. Utilities

☐ 1. The manner of treatment of existing utilities within the right-of-way of the proposed project have been authorized by permit, franchise, or other approved procedure.

Signed at Portland, Oregon, this 8th day of April, 1982

City of Portland

Richard C. Schmidt
Highway Coordinator

Certified by:

*

Regional Right-of-Way Supervisor
Date

Vincent L. Sandfield
Executive Director
Portland Development Commission

*THIS PROJECT WAS NOT MONITORED BY OSHD SINCE NO FHWA FUNDS WERE INVOLVED IN PURCHASE OF RIGHT OF WAY PER DOUG LUTH PER JOHN WITCHMAN.

ENGINEER'S NARRATIVE

N Going Street Noise Mitigation Project

Noise Barrier Construction

FAIX - 9926(2)
Survey Prefix - 326-1966

Project Description

The project area is located along N Going Street between N Greeley Avenue and the I-5 freeway. Improvements will include:

1. Noise Barrier - The barrier will consist of pre-cast reinforced concrete panels erected 15 feet o.c. on dirt berms. Panels will be held in place by reinforced H-Section pilasters. Height of the barrier will vary from 6 feet to about 12 feet.

2. Combination Pedestrian/Bicycle Pathway - The pathway will be 8 feet wide and set back about 5 feet from the curb. It will be located on the north side of N Going Street, generally between N Interstate Avenue and N Greeley Avenue and constructed of concrete.

3. Closure of 3 streets at N Going Street (N Montana, N Maryland - north side only, N Colonial).

   Landscaped cul-de-sacs will be constructed at these locations. The south entrance to N Going Street on N Maryland will remain open to allow quick egress and ingress by emergency vehicles from the adjacent fire station.

4. Landscaping - All open areas, planting strips, and dirt berms are to be landscaped with trees and plant material that require little or no maintenance after the initial establishment period. The intent is to create a "natural" landscaped appearance. No irrigation system will be installed.

Background

This project was developed in response to concerns by residents in the area that noise from traffic along N Going Street was excessive and disruptive to their living conditions. They felt that the noise level was already too high, and would increase as industrial development on Swan Island increased. This project is designed to alleviate that problem.

Reid.
1-27-82

A separate phase of the project, funded through EDA, consist of sound-reduction improvements to houses on the south side of N Blandena Street between N Greeley and N Denver Avenue, and on the north side of N Skidmore Court east of N Greeley Avenue. Improvements consist mainly of storm windows and doors, weather stripping, and caulking installed on 3 sides of the house closest to N Going Street. These improvements are installed by the City at no cost to property owners, who have the option to accept or reject the offer.

Project planning took place over a period of about 2 years and involved neighborhood residents. They were given opportunities to participate in development of project proposals and in final design of project improvements. Their concerns for neighborhood livability and esthetics were taken into account in all phases of the project.

Funding

Funding for the various phases of the project are as follows:

	Phase	Funding Source
1.	Preliminary Engineering	FAIX (FHWA)
2.	Right-of-Way (Acquisition, Relocation, Demolition)	EDA
3.	Construction (Sound-Reduction Improvements, Landscaping - Phase I)	EDA
4.	Construction (Noise Barrier, Pedestrian/ Bicycle Paths, Street closures, Landscaping - Phase II)	FAIX (FHWA)
5.	Local Share of Grants	City General Fund & Housing & Community Development Funds (HUD)

Right-of-Way

Most of the necessary rights-of-way have been acquired and cleared. Right-of-way acquisitions include fee takings, and permanent and construction easements.

Illumination

One new light fixture will be installed adjacent to the noise barrier on the north side of N Going Street in the vicinity of the pedestrian overpass at N Concord Street. No other new lighting is proposed. Existing street lighting is adequate and will remain in place.

Signalization

The existing traffic signal system is adequate, and no adjustment is proposed.

Utilities

Preliminary plans have been reviewed by the utility companies, and necessary changes have been incorporated in the plans for construction. See the utility report for further details.

Landscaping

Landscaping will consist of tree plantings, meadow grass, and shrubbery. Selected plant materials will require little or no maintenance after the initial establishment period. No irrigation will be installed.

Drainage

Surface water will be channeled away from the noise barrier through weep holes in the wall, and directed toward existing inlets in Going Street.

Contract Time

Specifications call for a 180 calendar day construction contract period. Construction is scheduled to begin in late spring or early summer of 1982.

Questions and requests for additional information can be addressed to me at (503) 248-4150.

Ernest L. Yuzon
Project Manager

ELY:mmc

UTILITY REPORT
GOING STREET SOUND BARRIER
FAP NO. IX-9926(2)
PREFIX NO. 326-1966

This document is intended to serve as a guide to identifying the utilities that exist within the project area and any conflicts that may exist.

Utility Location

All known underground utilities are shown on construction sheets of the project plans. The locations shown are approximate and final locations should be determined by the utility company in the field.

Affected Utilities

The following organizations have existing utilities within the limits of the project:

1. The City of Portland (Water, Sewer and Maintenance)
2. Pacific Northwest Bell
3. Portland General Electric
4. Northwest Natural Gas

These utilities will be affected as follows:

1. The City Water Bureau will relocate various water lines along the sound barrier as they conflict with the pilaster footings and are currently being field located by the Water Bureau. Water valves and boxes will be adjusted in 7 locations and 2 fire hydrants will be installed along Going Street. This work will be done as an anticipated item by the Water Bureau.

   There are sewer facilities on N. Going Street, N. Colonial Avenue and N. Concord Avenue. New inlets, replacement inlets, and manholes will be connected to these sewer facilities as shown on the plans.

2. Pacific Northwest Bell has a buried telephone cable on Going Street which should not be affected except for some junction boxes at sidewalk grade that may be adjusted.

3. Portland General Electric has power poles which will require relocation as shown on the project plans.

4. Northwest Natural Gas has 1" and 2" gas lines which should not be affected.

ENGINEERS PRELIMINARY ESTIMATE

I-5 Freeway - N. Greeley Ave. Sec.
N. Going Street
FAU IX - 9926(2)
Prefix 326-1966
January 1982

Item No.	Items of Work and Materials	Unit	Quantity	Unit Price	Total $
1.	Mobilization	Lump Sum	All	All	42,000
2.	Temp. Prot. & Dir. of Traffic	Lump Sum	All	All	5,000
3.	Temporary Signs	Sq. Ft.	135	8	1,080
4.	Temporary Barricades	Each	3	100	300
5.	Sequential Arrow Signs	Each	1	3300	3,300
6.	Flagmen	Hours	225	22	4,950
ROADWORK					
7.	Clearing and Grubbing	Lump Sum	All	All	7,000
8.	Removal of Struct. and Obstr.	Lump Sum	All	All	20,000
9.	Remove Bldgs. & Replace Siding	Lump Sum	All	All	3,500
10.	Embankment in Place	Cu. Yds.	2700	10	27,000
11.	Furnishing & Placing Topsoil	Cu. Yds.	950	16	15,200
12.	1"-0" Aggregate Base	Cu. Yds.	65	18	1,170
13.	Class "B" & "C" AC	Ton	177	60	10,620
14.	Plain Concrete Pavement	Cu. Yds.	77	135	10,395
15.	6-Inch CSP	Lin. Ft.	161	25	4,025
16.	8-Inch CSP	Lin. Ft.	64	30	1,920
17.	Std. Precast Conc. MH	Each	2	2500	5,000
18.	Std. Concrete Inlet	Each	10	400	4,000
19.	Std. Concrete Dbl. Inlet	Each	2	600	1,200
20.	Std. Concrete Field Inlet	Each	1	550	550
21.	Sidewalk Drain & 3" CSP to Curb	Lump Sum	All	600	600
22.	Concrete Walks & Driveways	Cu. Yds.	240	150	36,000
23.	Concrete Stairs	Lin. Ft.	24	10	240
24.	Grouting Btwn Sidewalk & Panel	Lin. Ft.	250	3	750
25.	Concrete Curbs	Lin. Ft.	1130	5	5,650
26.	Concrete Shoulder Barrier	Lin. Ft.	69	25	1,725
27.	Adjust Manhole	Each	3	200	600
28.	Rem. & Reinstall Existing Signs	Lump Sum	All	All	2,700
29.	Wood Sign Posts	Each	6	75	450
30.	Single Post Slip Base Sign Support & Footing	Lump Sum	All	All	1,200
31.	Type A Signs in Place	Sq. Ft.	41	21	861
32.	Type D Signs in Place	Sq. Ft.	16	32	512
33.	Roadway Illumination Installation Complete	Lump Sum	All	All	2,200

ENGINEERS PRELIMINARY ESTIMATE
I-5 Freeway - N. Greeley Ave. Sec.
N. Going Street
FAU IX-9926(2)
Prefix 326-1966
January 1982

Item No.	Items of Work and Materials	Unit	Quantity	Unit Price	Total $
LANDSCAPING					
34.	Roadside Seeding and Mulching	Sq. Ft.	114,000	0.15	17,100
35.	Bark Mulch	Unit	34	125	4,250
36.	Asphalt Walk/Seating Area & Bench	Lump Sum	All	All	1,800
Furnishing and Planting Trees					
37.	Acer Macrophyllum	Each	3	30	90
38.	Alnus Oregona	Each	9	30	270
39.	Pseudotsuga Menzeisii	Each	33	52	1,716
40.	Tsuga Heterophylla	Each	22	48	1,056
41.	Picea Excelsa	Each	7	52	364
42.	Thuja Plicata	Each	13	45	585
43.	Picea P. Glauca	Each	13	73	949
Furnishing and Placing Shrubs					
44.	Euonymus Alatus	Each	68	21	1,428
45.	Taxus Baccata Repandens	Each	123	31	3,813
46.	Cytisus Preacox	Each	129	10	1,290
47.	Prunus L. Zabeliana	Each	64	20	1,280
48.	Ilex Crenata Convexa	Each	8	9	72
49.	Mahonia Aquifolium	Each	11	10	110
Furnishing and Planting Ground Cover					
50.	Hypericum Calycinum	Each	4,562	1	4,562
51.	Vinca Minor (24" O.C.)	Each	6,962	1	6,962
52.	Parthenocissus Tricuspidata	Each	103	9	927
STRUCTURES					
53.	Precast Concrete Panels	Sq. Ft.	22,424	10	224,240
54.	Precast Concrete Pilasters	Lin. Ft.	2,652	22	58,344
55.	Pilaster Footings	Lin. Ft.	931	35	32,585
56.	Sawcutting Top of Panel	Lin. Ft.	43	10	430
57.	Furnish and Install 4" Weep Hole	Each	9	50	450
58.	Furnish and Install 6" Drain T's	Each	2	120	240
				Page 2 Subtotal	364,913
				Page 1 Subtotal	221,698
				TOTAL CONTRACT ITEMS	586,611

PRELIMINARY ENGINEERS ESTIMATE
I-5 Freeway - N. Greeley Ave. Sec.
N. Going Street
FAU IX-9926(2)
Prefix 326-1966
January 1982

TOTAL CONTRACT ITEMS	586,611
ANTICIPATED ITEMS	
Water Bureau	8,000
Street Trees	33,000
Construction Engineer @ 9%	52,795
Contingency @ 4.5%	26,398
ESTIMATED TOTAL AUTHORIZATION	$706,804

VICTOR ATIYEH
GOVERNOR

Department of Transportation

ROW 12

HIGHWAY DIVISION

TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to File No.:

December 22, 1981

City of Portland
Development Commission
1500 S.W. First Ave.
Portland OR 97201

Files 32215, 32208, 34396
N. Portland Harbor-Russell St. Sec.
Pacific Highway
Multnomah County

MISC. CONTRACTS and AGREEMENTS No.

Dorothy Lyon
Acting Chief, Real Estate

Gentlemen

Enclosed for your records are two fully signed copies of the two permit agreements signed by the City under Ordinance No. 152148, October 2, 1981, and now signed by J. B. Boyd for the Department of Transportation.

One Agreement is for property to be used in connection with the North Going Street House Mitigation Project in Block 11, and the other in Block 12 of M. Patton's Addition to Albina.

Yours truly

[illegible]

AE:nn
Enc.
cc: [illegible]
Steve Green Attn: Gene St. Clair
Commission Services/cc ea.

Form 734-3122

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

PRO 6-2

December 11, 1981

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: D.E. Swan
Operation Programming Engineer

SUBJECT: Program Change
Project No. IX-9926(5)
Basin Ave.-Pacific Hwy. (Portland) Sec.
Multnomah County

I request your approval of a minor program change on the subject project to delete parcels 34 & 37 which will reduce the estimated total cost and federal funds as indicated below.

	TEC	FF	Appn Code	%
Present	$171,473.00	$145,752.00	823	85
Previous	229,130.00	194,760.00	823	85
Difference	$ 57,657.00	$ 49,008.00	823	

Funds released by approval of this program change are to be utilized to fund an increase on IX-9926(2), which was forwarded under separate action.

Enclosed are copies of a revised project agreement estimate and modification of project agreement for the project.

CL:bkc
Attachments

cc: J. Rose
E. Mershon
G. Zehner
General Files

Form 734-3122

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.

October 19, 1981

PRO 6-2

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: D.E. Swan
Operation Programming Engineer

SUBJECT: Program Change
Project No. IX-9926(5)
Basin Ave.-Pacific Hwy. (Portland) Sec.
Multnomah County

I request your approval of a minor program change on the subject project to reduce the estimated total cost and federal funds, which release will be used to fund an increase in Project IX-9926(2) requested under separate action.

Approval of this request will involve a decrease of $57,657 in total cost and $49,008 in Interstate Substitution General Funds with revised financing as follows:

	TEC	FF	Appn Code	%
Present	$171,473.00	$145,752.00	823	85%
Previous	229,130.00	194,760.00	823	85%
Difference	$ 57,657.00	$ 49,008.00	823	85%

Enclosed are copies of a revised project agreement estimate and modification of project agreement for the project.

CL:bkc
Attachments

cc: R. Bothman
J. Rose
Judy Smith
G. Zehner
General Files

rm 734-3122

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

October 16, 1981

In Reply Refer to
[illegible] 220 6-2

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: D. E. Swan
Operation Programming Engineer

SUBJECT: Program Change
Item No. 90014
Project No. IX-9926(2)
N. Basin Ave.-Pacific Hwy. (Ptld.) Sec.
Multnomah County

I request your approval of a minor program change to adjust the estimated preliminary engineering costs to reflect more accurately the scope of work, based on the attached justification letter from Mr. Terpin dated September 22, 1981.

Approval of this request will involve an increase of $57,140 in total cost and $49,008 in Interstate Substitution General Funds with revised financing as follows:

	TEC	FF	Appn. Code	
Present	$348,080	$298,122	----	---
Previous	251,[illegible]40	215,224	[illegible]23	---
Previous	39,300	33,890	[illegible]72	---
Difference	$ 57,140	$ 49,008	023	85.77

Funds for this increase will be available from a release of funds on Project IX-9926(3).

Claims

cc: R. Bothman
[illegible]
[illegible]
[illegible]
[illegible]
[illegible] Files

Form E-39 (Rev. 9-71)

78-80

OREGON STATE HIGHWAY DIVISION

AUTHORITY FOR SURVEY

Section N. Basin Ave.-Pacific Hwy. (I-5) Date September 2, 19 81

Highway N. Going St. (FAU 9926) Authorization No. 4

County Multnomah Survey Prefix 326-1966
(Assigned by Salem office)

Description of termini, route, length, etc.: The routing is that of existing Going St., extending from the I-5 connection to Basin Ave. Approx. 3,500 feet in length.

Proposed: Determine sensitive receptors and design noise mitigation.

Purpose of survey: City to select a consultant to develop a DEIS, do necessary field survey, hold necessary public meetings and hearings. City to prepare or supervise consultant in preparation of plans, specifications, and estimate of cost.

Estimate of cost: $3,217,300 (R/W & Const)
Federal Aid No. IX-9926(2) 10-26-81
Funding: FAIX
Class III, Environmental Assessment

Field Survey	(901)	4,400
Citizen Participation	(902)	200
City or County	(903)	171,000
Consultant	(904)	157,930
Final Design	(905)	3,000
Bridge Design	(906)	2,000
Preliminary Design	(907)	500
R/W Description	(909)	500
Soils & Geology	(910)	
Traffic	(911)	1,000
Landscape	(912)	200
Liaison R/W	(913)	1,500
Utility	(914)	
Photogrammetry	(916)	250
Location Studies	(918)	
Engineering Graphics	(919)	
Project Management	(920)	200
Specifications	(921)	2,000
Administrative Services	(922)	100
Environmental	(923)	2,000
Dept. of Transportation	(924)	
Air Quality Monitoring	(925)	
Foundation Exploration	(926)	
Seminars & Training	(950)	
Hearings	(980)	500
Personal Leave Time	(960)	
Accounting	(915)	800

INSTRUCTIONS

Submit four copies to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Regional Engineer and one copy to the Resident Engineer.

This form does not constitute authority for making survey until approved and returned.

Submit separate order for each survey.

RECEIVED
NOV 10 1981
LOCATION SECTION

Total estimated cost of survey	$ 348,080
Previous authorization	290,940
Additional authorization requested	57,140
Additional authorization approved (Salem)	
Total all authorizations approved (Salem)	

Requests made by:
Curtis H. Duval
Field Engineer
CURTIS H. DUVAL, Metro Location Engineer

Recommended for Approval:
Regional Engineer
D.R. ADAMS, Project Development Engineer

Recommended for Approval:
Travis E. Phipps
Location Engineer

Approved:
E.J. Carter
Assistant State Highway Engineer

SP*23604-734

a

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-8226
Date: June 26, 1981

TO: D.H. MOEHRING Attn: D.E. Swan
Assistant State Highway Engineer

File No: 326-1966

FROM: T.A. SPENCE
Plan & Program Manager

SUBJECT: Program Change
N. Basin Ave. - Pacific Hwy.
N. Going Street
City of Portland
Multnomah County
326-1966

Your office recently requested a program change involving City of Portland and Multnomah County projects, transferring obligations to permit the Arterial Streets Overlay Project (Phase 2) and the Westside Corridor Arterials Project to be advanced. Your letter of June 10, attached, details that request.

Unfortunately, there was a mix-up in communication regarding the de-obligation for the Basin-Going Interchange, IX-9926(6). This project does not have any extra right-of-way funds available.

The project for which we should have de-obligated $33,890 (federal) is the Going Street Noise Mitigation Project (N. Basin Ave.-Pacific Hwy.), IX-9926(5). The city will not need all of the right-of-way obligation and it is their desire that we de-obligate the necessary funds from this project.

Please make the appropriate revision with FHWA to de-obligate $33,890 (federal) from the right-of-way obligation for N. Basin Ave.-Pacific Hwy., N. Going Street, IX-9926(5).

TAS:ECM:JS

Attachment

cc: J. Gaither
G. Zehner
J. Rose
R. Brooks
D. Fantz

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

June 10, 1981

In Reply Refer to File No.: PRO 6-2

TO: Dale E. Wilken, Division Administrator
Federal Highway Administration

Original Signed By
D. E. Swan

FROM: D. E. Swan
Operation Programming Engineer

SUBJECT: Program Change

I request approval of a program change releasing funds from the projects tabulated below in order to fund projects: 1) IX-0000(38), Arterial Street (Portland) Overlay Project No. 2, and 2), IX-0000(39), Westside Corridor Arterials Section.

Deobligations

PROJECT NO.	SECTION	WORK	FEDERAL FUNDS	APPN CODE
IX-9300(4)	N.W. 26th - N.W. Glisan	PE	$ 73,500	772
IX-0000(8)	N.W. Thurman-S.W. Columbia	PE	10,725	772
IX-9926(6)	Basin-Going Interchange	R/W	33,890	823
IX-0000(27)	Arterial St. Light Conversion Prog.	CO	298,854	772
IX-9326(6)	Hollywood Dist. Trans. Proj.	PE	28,550	772
IX-9809(5)	N.E. Col. Blvd.-N.E. Weidler, Unit 1	CO	382,000	823
IX-9891(3)	S.E. Division - S.E. Powell	R/W	281,981	772
		TOTAL	$1,109,500	

Should be IX-9926(5) → Going St. Noise Mitg. J. Basin - Pacific Hwy.

Enclosed are "Revised Project Agreement Estimates" and "Modified Federal-Aid Project Agreements" for each of the tabulated projects as applicable.

JLG:pf
Enclosures

cc: R. N. Bothman, Metro
Judy Smith, Metro
Jon Rose, Metro
Ed Hardt, Region 1
Gary Zehner
General Files

PM DATA RECORD

PLA # 76-88
Date Rec'd. 6-12-81
Date Ent'd.
S D Ratzlaff

Form 734-3122

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-8226
Date: June 23, 1981

File No: 326-1978

TO FRANK TERPIN
Location Engineer

FROM TED SPENCE
Plan and Program Manager

SUBJECT Basin Avenue-Going Street Interchange
City of Portland
Multnomah County

Attached for your approval is Authority for Survey No. 3. Also attached is a copy of MSD Transaction No. 8105152 in which the City of Portland transferred FAU funds from their contingency account to preliminary engineering for this project.

Several functions have major increases:

Function 901 - There were untimely design changes requested by the Port of Portland and Tri-Met. An addition to the field survey was a storm sewer to tie into a proposed new system for Swan Island. Additional work was also necessary in connection with the wetlands issue and for the investigation of an alternative route to Swan Island using Going Street as an improved access.

Function 905 - During final design, there were several major revisions requested by the City during the preliminary plan review process.

Function 909 - Right-of-way descriptions have encountered major problems in resolving the project survey with the railroad alignment.

Function 910 - Soils and Geology has required additional funds for the installation and monitoring of settlement measuring equipment in the Anchor Street fill.

Function 911 - Additional signals beyond those originally anticipated are now included in the project.

Several functions were not anticipated in the original estimate for preliminary engineering. Functions 916, 915, 917, 924, and 960 were not originally anticipated, but have incurred significant charges that need to be included in the final preliminary engineering authorization.

TAS/ECM/po

Attachment

RECEIVED
JUN 30 1981
LOCATION
SECTION

Form E-39 (Rev. 9-71)

OREGON STATE HIGHWAY DIVISION

AUTHORITY FOR SURVEY

Section: Basin Avenue - Going Street Interchange

Highway: FAU 9926

County: Multnomah

Date: June 22, 1981

Authorization No.: 3

Survey Prefix: 326-1978 (Assigned by Salem office)

Description of termini, route, length, etc.: The termini are the ends of the tapers and curb radii necessary to construct a one-way traffic circulation system including a new portion of Anchor St. to allow traffic to interchange at Basin Ave. and Going Street.

Purpose of survey: To perform all necessary engineering work to formulate final construction plan. To prepare all required environmental statements, to conduct all necessary public meetings and hearings.

Estimate of cost: $2,290,000(includes Anchor St. fill)

M-9926(1)

Class I Draft and Final EIS

Field Survey	(901)	124,500
Citizen Participation	(902)	9,700
City or County	(903)	21,750
Consultant	(904)	58,000
Final Design	(905)	32,250
Bridge Design	(906)	22,100
Preliminary Design	(907)	7,500
R/W Description	(909)	14,850
Soils & Geology	(910)	13,600
Traffic	(911)	14,000
Landscape	(912)	5,000
Liaison R/W	(913)	2,750
Utility	(914)	2,000
Photogrammetry	(916)	4,250
Location Studies	(918)	500
Engineering Graphics	(919)	-
Project Management	(920)	200
Specifications	(921)	3,300
Administrative Services	(922)	250
Environmental	(923)	18,000
Dept. of Transportation	(924)	5,000
Air Quality Monitoring	(925)	-
Foundation Exploration	(926)	2,500
Seminars & Training	(950)	1,000
Hearings	(980)	3,000
Personal Leave Time	(960)	150
Accounting Audit	(915)	250
Inventory Needs	(917)	1,200
Advisory Committees	(986)	1,000

INSTRUCTIONS

Submit four copies to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Regional Engineer and one copy to the Resident Engineer.

This form does not constitute authority for making survey until approved and returned.

Submit separate order for each survey.

Total estimated cost of survey	$ 368,600
Previous authorization	306,000
Additional authorization requested	62,600
Additional authorization approved (Salem)	
Total all authorizations approved (Salem)	

Requests made by:

CURTIS H. DUVAL, Metro Location Engineer

Recommended for Approval:

D.R. ADAMS, Project Development Engineer

Recommended for Approval:

Location Engineer

Approved:

Assistant State Highway Engineer

SP*23604-734

METROPOLITAN SERVICE DISTRICT

TIP PROJECT ADJUSTMENT

15-May-81

STATEMENT OF TRANSACTION IN FEDERAL DOLLARS

PER LETTER DATED 5/5/81

TRANSACTION #: 8105152
PROJECT: BASIN AVENUE/GOING STREET PROJECT
FUNDING: CITY OF PORTLAND FEDERAL AID URBAN SYSTEM
PROJECT FUNDING COMBINED-ADJUSTMENT ONLY FOR THIS FUNDING
SPONSOR: CITY OF PORTLAND
FILE # : 1 1318
RESOLUTION: MSD ADMINISTRATIVE ADJUSTMENT

	**********PREVIOUS STATUS**********			******NEW STATUS*******	
	TOTAL	LESS OBLIGATION	UNOBLIGATED BALANCE	THIS TRANSACTION	UNOBLIGATED BALANCE	PROJECT TOTAL
PRELIMINARY ENGINEERING	274,557	284,857	-10,300	41,601	31,301	316,158
RIGHT OF WAY ACQUISITION	164,900	164,900	0	0	0	164,900
CONSTRUCTION	1,954,837	278,800	1,676,037	0	1,676,037	1,954,837
TOTAL	2,394,295	728,557	1,665,738	41,601	1,707,339	2,435,896

FAU FUNDS : 316,996 HOOD FUNDS : 2,118,899

PROJECT: CITY OF PORTLAND FAU CONTINGENCY
FUNDING: CITY OF PORTLAND FEDERAL AID URBAN SYSTEM
SPONSOR: CITY OF PORTLAND
FILE # : 1 3044

RESERVE ACCOUNT	721,526	0	721,526	-41,601	679,925	679,925
TOTAL	721,526	0	721,526	-41,601	679,925	679,925

[][][][][]
13*12* 275395*10* 219295**** 0 97701
30*67* 752977**** 0 679925

VICTOR ATIYEH
GOVERNOR

Department of Transportation
METROPOLITAN BRANCH
5821 N.E. GLISAN, PORTLAND, OREGON 97213

In Reply Refer to
File No. 326-1966

May 6, 1981

DAVE HILL
City of Portland
621 S.W. Alder
Portland, OR 97205

Subject: Going Street Noise Mitigation
N. Basin Ave.-Pacific Highway
City of Portland

As you discussed with Earl Mershon, there is additional PE needed for the Going Street Noise Mitigation project. The attached summary sheet shows our estimate of $349,000 to complete PE. This amount requires an increase of $1,595 (federal) in the MSD project authorization.

The current FHWA obligation for this project is $249,114 (federal). This amount includes the $33,890 (federal) on the City's Priority 1 list. This leaves a net shortfall to cover the PE of $47,536 (federal). As you discussed with Earl, you should request us to make a de-obligation from the 1980 R/W obligation for Going Street Noise Mitigation to cover this amount. When we receive your request for this adjustment, we will make a transfer to fund the needed PE.

T.A. SPENCE
Plan & Program Manager

TAS:ECM:JS

Attachment

cc: D.R. Adams
D.E. Fantz
G.H. Zehner

DOCUMENTATION OF

ADDITIONAL FEDERAL FUNDING REQUIREMENT

Project Name: Going Street Noise Mitigation

Jurisdiction: City of Portland

Type of Federal Funds: e(4) X FAU _____ OTHER _____

State Match _____ Local Match _____

MSD AUTHORIZATIONS FED. $

~~Resolution No.~~	PE	ROW	CONST.
Quarterly TIP MSD Staff Rpt #75	295,051	190,876	1,009,486

CURRENT COST ESTIMATE FEDERAL AND TOTAL $

Date	PE	ROW	CONST.
May 1, 1981	Fed. 296,650	Fed. _____	Fed. _____
	Total 349,000	Total ?	Total _____

ADDITIONAL FEDERAL FUNDS REQUIRED

PE	ROW	CONST.
1,593	_____	_____

COMMENTS: _____

RECOMMENDED ACTION: _____

ACTION TO BE TAKEN: Notify Dave Hill, City of Portland.

Approved:

_____ _____

Date

U. S. DEPARTMENT OF TRANSPORTATION – FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

FEDERAL AID PROJECT NO.: IX-9926(2)

STATE PROJECT NO.: See below

FROM: G. L. Green, Division Administrator
FHWA – Oregon Division

PROGRAM NO.:

COUNTY NAME: Multnomah

ITEM NO.: 90014

PROGRAM STAGE (Check) ☐ 1. ☐ 2.

TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

Copies to
Gilfonde
Leinenkugel
Terpin
M. Flatt
J. Rose
G. Zehnder

DATE PS&E APPROVED:

DATE AUTHORIZATION EFFECTIVE: 1/6/81

FEDERAL ROUTE NUMBER: FAU 9926

STATE ROUTE NUMBER: City Street

GENERAL LOCATION:

North Basin AVenue – Pacific Highway Section

GENERAL DESCRIPTION OF WORK:

Program change

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

PRELIMINARY ENGINEERING TO DETERMINE
☐ LOCATION ONLY
PRELIMINARY ENGINEERING FOR SURVEY AND PLAN
☐ PREPARATION

☐ ACQUISITION OF RIGHT-OF-WAY
CONSTRUCTION – ADVERTISE FOR RECEIPT
☐ OF BIDS.

☒ OTHER (Specify) Program change See below

☐ CONSTRUCTION – PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

As requested in Mr. Swan's letter of 11/21/80 I approve the revised Preliminary Engineering Costs to a TEC of $290,940 Federal Funds $249,114.

(Increase TEC $39,500 Federal Funds $33,890)

Priority 1 List

DATE: 1/6/81

SIGNATURE OF APPROVING OFFICIAL: G K Hoesmire

TITLE: for Division Administrator

FORM PH-1243 (REV. 8-70) EXISTING STOCKS OF FORM PH-1240 (REV. 6-68) WILL BE USED.

☆ U.S. GOVERNMENT PRINTING OFFICE: 1973—431-466

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-8226
Date: April 15, 1981

TO: D.E. SWAN Attn: Gary Zehner File No: 326-1966
Operation Programming Engineer

FROM: T.A. SPENCE
Plan & Program Manager

SUBJECT: Going Street Noise Mitigation Project

Attached is correspondence from David Hill concerning reallocation of funding for the Going Street Noise Mitigation project.

Mr. Hill requests that the preliminary engineering authority be increased while the right-of-way authority be decreased. In order to accomplish this, Mr. Hill desires that $43,002 be added to the preliminary engineering from the City of Portland's Category 3 Mt. Hood Contingency Fund and removing an equal amount of federal funds from the right-of-way as per the attached funding authorization adjustment forms. This leaves the total obligation against the project the same as current number.

TAS:JS

cc: E.C. Mershon

CITY OF

PORTLAND, OREGON

DEPARTMENT OF PUBLIC WORKS

Mike Lindberg, Commissioner
Office of Public Works Administrator
621 S.W. Alder
Portland, Oregon 97205

April 2, 1981

MA PDM PDE FFM SPC
ODOT - METRO

APR 08 1981

BM PAR PPC FILE T/A

Ted Spence
Planning & Program Manager
ODOT - Metro
5821 N.E. Glisan St.
Portland, OR 97213

RE: Going Street Noise Mitigation Project

Dear Ted:

By this letter I am requesting that the City of Portland be allowed to do the following on the subject project:

Under the present obligational authority limit transfer $43,002. (ff) authority from right of way to PE.

Recent reviews by ODOT and ourstaff in dictate that the PE authority needs to be increased where as the right of way authority can be decreased. To do this involves adding ff to PE from the Cities contingency Cat. III (Mt. Hood) and removing an equal amount of ff from R/W and transferring them to Category F-1505, since the PE and R/W are of different funds. Bill Pettis at MSD has reviewed this with me and has no problems with it.

Please call me if you have any questions. Please find attached the proposed adjustments, the quarterly status report for the project, and the latest authorities.

Sincerely,

L. David Hill

L. David Hill PE
Program Management

LDH:dm

att.

cc Andy Cotugno

REQUEST FOR FUNDING AUTHORIZATION ADJUSTMENT

DETAILS OF ADJUSTMENTS

PROJECT RECEIVING FUNDS Going Stree Noise Mitigation Project

SPONSORING JURISDICTION City of Portland

FUNDING SOURCE, ie, FAU, Mt Hood, I-505, etc Mt. Hood for PE, I-505 for R/W & Const.

	PE	*R/W*	*CONST*	*OTHER*	*TOTAL*
Current TIP Authorization	$ 251,047	$ 234,418	$ 997,073	$	$ 1,482,538
(+) Transferred Amount	43,002				43,002
(=) Revised Authorization	294,049	234,418	997,073		1,525,540

Based on 3/19/81 quarterly status report

PROJECT PROVIDING FUNDS Contingency - Category III

SPONSORING JURISDICTION City of Portland

FUNDING SOURCE, ie, FAU, Mt Hood, I-505, etc Mt. Hood

	PE	*R/W*	*CONST*	*OTHER*	*TOTAL*
Current TIP Authorization	$	$	$	$	$
(-) Transferred Amount				-43,002	
(=) Revised Authorization					

BASIS FOR ADJUSTMENTS

REASONS PROJECT RECEIVING FUNDS NEEDS ADDITIONAL FEDERAL SUPPORT: ODOT requests that additional funds be added to the PE authority

REASONS FEDERAL FUNDING CAN BE REDUCED FOR PROJECT RELINQUISHING FUNDS: Contingency

HOW IS THE PROJECT RELINQUISHING FUNDS STILL VIABLE? N/A

Metro Transaction #

AGREEMENT TO TRANSFER FUNDS

	DATE OFFICIAL APPROVAL
JURISDICTION PROVIDING FUNDS	
JURISDICTION RECEIVING FUNDS	
METRO EXECUTIVE OFFICER (If transfer between jurisdictions)	
METRO COUNCIL (If flagged by Executive Officer)	

REQUEST FOR FUNDING AUTHORIZATION ADJUSTMENT

DETAILS OF ADJUSTMENTS

PROJECT RECEIVING FUNDS Category F - I-505

SPONSORING JURISDICTION City of Portland

FUNDING SOURCE, ie, FAU, Mt Hood, I-505, etc I-505

	PE	*R/W*	*CONST*	*OTHER*	*TOTAL*
Current TIP Authorization	$	$	$	$	$
(+) Transferred Amount				+43,002	
(=) Revised Authorization					

PROJECT PROVIDING FUNDS Going Street Noise Mitigation

SPONSORING JURISDICTION City of Portland

FUNDING SOURCE, ie, FAU, Mt Hood, I-505, etc Mt. Hood for PE, I-505 for R/W & Const.

	PE	*R/W*	*CONST*	*OTHER*	*TOTAL*
Current TIP Authorization	$ 294,049	$ 234,418	$ 997,073	$	$ 1,525,540
(-) Transferred Amount		-43,002			- 43,002
(=) Revised Authorization	294,049	191,416	997,073		1,482,538

BASIS FOR ADJUSTMENTS

REASONS PROJECT RECEIVING FUNDS NEEDS ADDITIONAL FEDERAL SUPPORT: City of Portland has received Obligational authority from ODOT & FHWA for 228650 (ff) for R/W on this project.

These two adjustments increase PE authority and reduce R/W authority (obligated) by equal amount. This then leaves total obligation against the project the same.

REASONS FEDERAL FUNDING CAN BE REDUCED FOR PROJECT RELINQUISHING FUNDS: Estimates indicate that R/W is over obligated (in excess) and can be reduced

HOW IS THE PROJECT RELINQUISHING FUNDS STILL VIABLE? Not affected

Metro Transaction #

AGREEMENT TO TRANSFER FUNDS

	DATE OFFICIAL APPROVAL
JURISDICTION PROVIDING FUNDS	
JURISDICTION RECEIVING FUNDS	
METRO EXECUTIVE OFFICER (If transfer between jurisdictions)	
METRO COUNCIL (If flagged by Executive Officer)	

METROPOLITAN SERVICE DISTRICT
TRANSPORTATION IMPROVEMENT PROGRAM
QUARTERLY REPORT FOR QUARTER ENDING 30-SEP-80
FAU/E4 PROJECTS BY SPONSOR AND FUNDING SOURCE
19-Mar-81

HASE5

	OBLIGATED	1980	1981	1982	1983	1984	POST 1984	AUTHORIZED	
ITY OF PORTLAND PROJECTS (CONTINUED)									
ITY RESERVE (CONTINUED)									
44 GOING STREET NOISE MITIGATION PROJECT******271*392**********									FAU9945
MT HOOD TRANSFER FUNDS ((al II)		35,823	0	0	0	0	0	251,047	+ 43,002 (From Col. III, MH)
E	215,224	-228,650	0	0	0	0	0	0	
R/W	228,650	-192,827	0	0	0	0	0	251,047	
TOTAL	443,874		0						
1505 TRANSFER FUNDS (Col F)		234,418	0	0	0	0	0	234,418	
R/W	0	0	997,073	0	0	0	0	997,073	- 43,002 (To Col F, SUB)
CONST	0	234,418	997,073	0	0	0	0	1,231,491	
TOTAL	0								
PROJECT TOTAL: GOING STREET NOISE MITIGATION PROJECT									
PE	215,224	35,823	0	0	0	0	0	251,047	
R/W	228,650	5,768	0	0	0	0	0	234,418	
CONST	0	0	997,073	0	0	0	0	997,073	
TOTAL	443,874	41,591	997,073	0	0	0	0	1,482,538	
45 SOUTH PORTLAND CIRCULATION STUDY PE******272**********									MISC
MT HOOD TRANSFER FUNDS									
PE	0	236,997	0	0	0	0	0	236,997	
46 CONTINGENCY-CITY OF PORTLAND-CATEGORY III******273**********									N/A
MT HOOD TRANSFER FUNDS									
RESRV	0	0	0	0	0	0	434,996	434,996	- 43,002 (To Cons Name)
47 NW 18TH/19TH AND NW 14TH/16TH COUPLETS******299**********									FAU9295
MT HOOD TRANSFER FUNDS									
PE	42,800	41,005	0	0	0	0	0	83,805	
R/W	0	0	20,504	0	0	0	0	20,504	
CONST	0	0	567,976	0	0	0	0	567,976	
RESRV	0	0	0	0	0	0	72,549	72,549	
TOTAL	42,800	41,005	588,481	0	0	0	72,549	744,835	

DEPARTMENT OF TRANSPORTATION — FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

FEDERAL AID PROJECT NO.: IX-9926(5)

STATE PROJECT NO.: See below

FROM: G. L. Green, Division Administrator
FHWA - Oregon Division, Salem, OR

PROGRAM NO.:

ITEM NO.: 90014

COUNTY NAME: Multnomah

PROGRAM STAGE (Check) ☐ 1. ☐ 2.

TO:

Mr. H. S. Coulter
State Highway Engineer
Oregon State Highway Division
Salem, Oregon

RIGHT OF WAY ADMINISTRATION
RECEIVED
NOV 03 1980
M | AM | ADM | RBR | CA | RS
PMS | AS | CE | OS | TA | RU
0 | 1 | 2 | 3 | 4 | F

DATE PS&E APPROVED:

DATE AUTHORIZATION EFFECTIVE: 10-24-80

FEDERAL ROUTE NUMBER: FAU 9926

STATE ROUTE NUMBER: City Street

GENERAL LOCATION:

N. Basin Avenue - Pacific Highway (Portland)

GENERAL DESCRIPTION OF WORK:

Right of Way

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

PRELIMINARY ENGINEERING TO DETERMINE
☐ LOCATION ONLY
PRELIMINARY ENGINEERING FOR SURVEY AND PLAN
☐ PREPARATION
☐ OTHER (Specify)

☒ ACQUISITION OF RIGHT-OF-WAY
CONSTRUCTION - ADVERTISE FOR RECEIPT
☐ OF BIDS
☐ CONSTRUCTION - PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

As requested in Mr. Swan's letter of 10-21-80, I approve the relocation plan submitted October 16, 1980 and you are now authorized to proceed with the actual acquisition of files 13, 15, 16, 34, 35, 36, and 37 at a TEC of $269,000 - Federal funds $228,650. (This authorization does not require additional obligation of funds.) Federal participation is limited to that right of way actually incorporated in the final location of the subject project.

RECEIVED
NOV 1 1980
Metro R/W Dept

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
10-24-80	G K Hoffman	for Division Administrator

FORM PR-1240 (REV. 6-69) — EXISTING STOCKS OF FORM PR-1240 (REV. 6-68) WILL BE USED

☆ U.S. GOVERNMENT PRINTING OFFICE: 1979-631-199

OREGON STATE HIGHWAY DIVISION

AUTHORITY FOR SURVEY

Rec'd 2/2/81

Section: N. Basin Ave. - I-5

Highway: Going Street (FAU 9926)

County: Multnomah 26

Date: November 17, 1980

Authorization No.: 3

Survey Prefix: 326-1966 (Assigned by Salem office)

Description of termini, route, length, etc.: The routing is that of existing Going Street, extending from the I-5 connection to Basin Ave. Approx. 3,500 feet in length.

Proposed: Determine sensitive receptors and design noise mitigation.

METRO BRANCH
PROGRAM MANAGEMENT UNIT

JAN 27 1981

Purpose of survey: City to select a consultant to develop a DEIS, do necessary field surveying, hold necessary public meetings and hearings. City to prepare or supervise the consultant in the preparation of plans, specifications, and estimate of costs.

State to monitor PE, review plans and EIS.
State to complete PS&E.

IX-9926(2)

Estimate of cost:
FUNDING: FAIX
CATEGORY: 2

1-6-81

Estimate of Cost		
Field Survey	(901)	3,240
Citizen Participation	(902)	
City or County	(903)	116,000
Consultant	(904)	157,800
Final Design	(905)	3,000
Bridge Design	(906)	500
Preliminary Design	(907)	500
R/W Description	(909)	500
Soils & Geology	(910)	
Traffic	(911)	
Landscape	(912)	
Liaison R/W	(913)	5,000
Utility	(914)	
Photogrammetry	(916)	
Location Studies	(918)	
Engineering Graphics	(919)	
Project Management	(920)	200
Specifications	(921)	2,000
Administrative Services	(922)	200
Environmental	(923)	2,000
Air Quality Monitoring	(925)	
Foundation Exploration	(926)	
Seminars	(950)	
Hearings	(980)	
Equal Opportunity	(985)	
Advisory Committees	(986)	

INSTRUCTIONS

Submit four copies to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Regional Engineer and one copy to the Resident Engineer.

This form does not constitute authority for making survey until approved and returned.

Submit separate order for each survey.

RECEIVED
JAN 28
LOCATION SECTION

Total estimated cost of survey	$ 290,940
Previous authorization	251,440
Additional authorization requested	39,500
Additional authorization approved (Salem)	
Total all authorizations approved (Salem)	

Requests made by:

CURTIS H. DUVAL, Metro Location Engineer

Recommended for Approval:

Regional Engineer

DONALD R. ADAMS, Project Development Engineer

Recommended for Approval:

Frank E. Perkins
Location Engineer

Approved:

Assistant State Highway Engineer

Portland

E. L. Hardt
Region I Engineer

M. E. Mann
Design Engineer Supervisor

March 17, 1981

Greeley Avenue Connection to I-5
Pacific Highway & FAU 9945
Multnomah County

Attached you will find a print of the existing southbound section of the Fremont Interchange-Structure "A". Shown on it are the proposed future centerline, median, and traffic lanes. We note three possible problems which we would like you to review and give us your recommendations concerning:

1. Due to the proposed shift in centerline the longitudinal deck joint will fall just inside the lane line. Will there need to be some special treatment of this joint or will there be any problem?

2. Due to the narrowness of the shoulder and the configuration of the existing bridge rail, should this rail be replaced by or changed to a concrete shoulder barrier?

3. Moving the concrete median barrier 6-feet to the left of the existing crown creates a drainage problem. How would you propose that this drainage be handled?

REFERRED TO
Board Staudenmeyer
Cole Mann NEM
Eriksen Watson
Hager Dorn Leu
Return Discuss Do File Copy Due
BY FINAL DESIGN ENGINEER

Versteeg
Anderson
Christensen
Olson
Sollhen
Terpin
Trout
Weberlig

RECEIVED
MAR 18 1981
ROAD DESIGN SECTION

Do Not File
Return To
Bring Up
Action

NEM:ab
cc: Walt Hart, w/attach.
Al Hansen, w/attach.

Sta. 318+87.5
Dwg. "17868

1'-1" 4 equal

5"
5"

¼" premolded exp. joint filler

8 eq. Rail Post spaces @ 8'-10⅛" = 71'-

Span 6 - 71'-6" (Type IV)

℄ Bent 6

4'
2'
12'
12'
38'-0"

℄ Roadway

9'-3" 9'-3" 9'-3"

2'-1" 2'-1" 3'-9½" 2'-4¼" 3'-9½" 2'-4¼" 2'-4¼" 3'-9½" 2'-4¼" 2'-4¼" 3'-9½" 2'-4¼" 2'-4¼"

4½" 4½" 4½" 4½" 4½" 4½"

℄ deck joint

2'-

2-"8 x 39'-3" hanger bars

1½" cl.

7" clear

2-"4 hanger bars @ each longit beam.

Slope: 0.02 ft/ft

Diaphragm Beam

Drawing "869

"10" rod - asher. length. washer &

Joint (In Travel Lane)

an 4 Lt.
or 5 Rt.

4 Lt.
5 Lt.
5 Rt.
Pt

2-"4 x 8'-4" bars between beams.

2-"8 x 8'-4" bars between beams.

1-"8 x 5'-0" bar through beams.

"4 st... as s...

Type IV Prestressed Beams.

Deck Steel:
"5 straight bars @ 9" ctrs. top & bott
"5 bent bars @ 9" ctrs.
40-"4 longit. spacers at top of deck.
42-"5 longit. spacers at bottom of deck.
Do not splice spacers within 10 feet of bent beams. Place deck steel parallel to, and 6" clear of, all transv. beams.

Deck Section — Span 6 Rt.

(Spans 4 & 7 Rt. Similar)

Scale: ⅜" = 1'-0"

DATE	REVISION
1-64	As constructed

APPROVED:
[illegible] D. Merchant
BRIDGE ENGINEER

DESIGNED ... CHECKED ...
DRAWN D.C. CALC. [illegible]

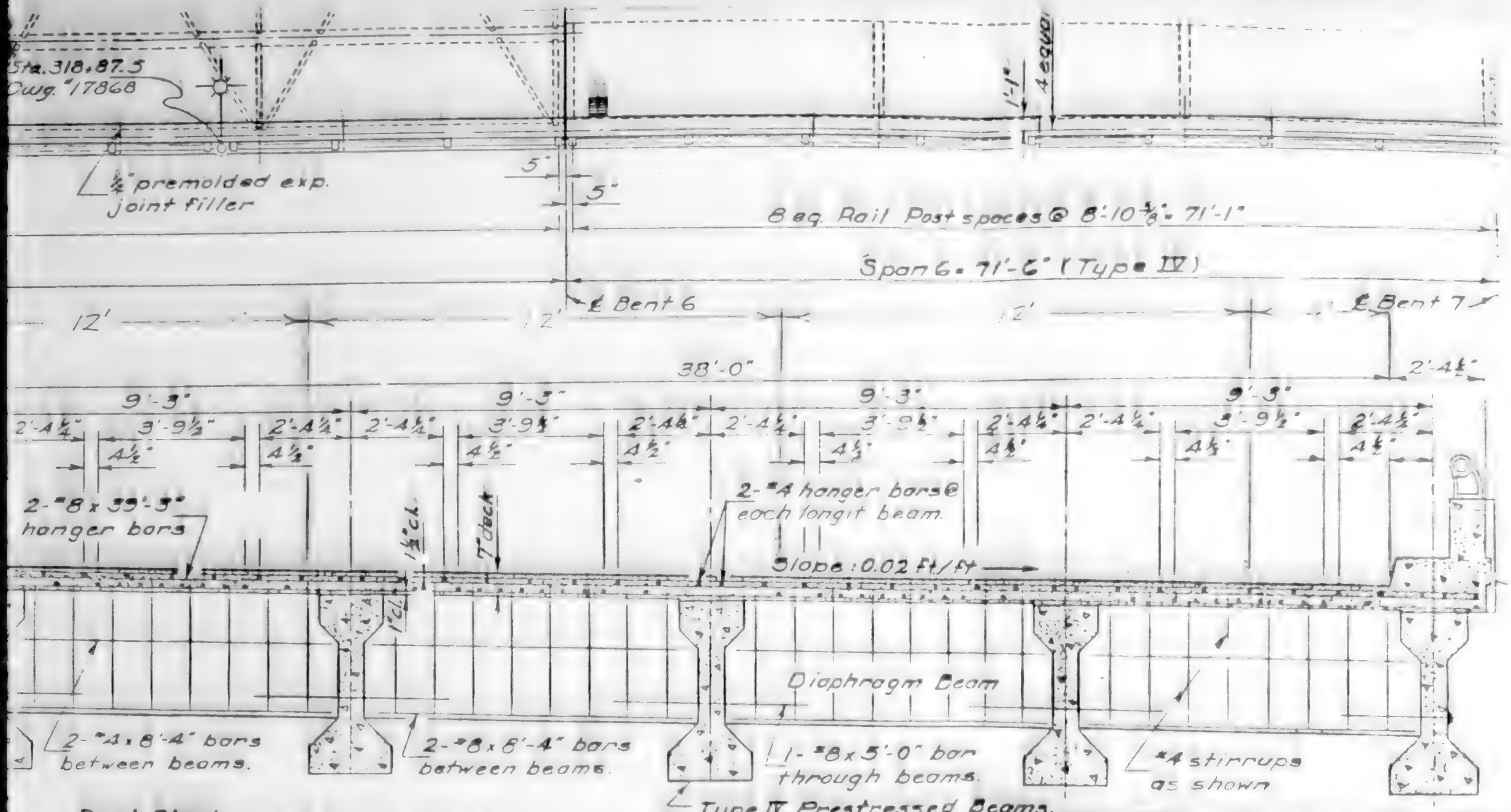
OREGON STATE H...
BRIDG...

FREMONT INTER...
STR...

PLAN SPAN 4 LT. ...

DATE FEB. 26, 1952

BRIDGE NO. 895E A



Deck Steel:
"5 straight bars @ 9" ctrs. top & bott.
"5 bent bars @ 9" ctrs.
40-"4 longit. spacers at top of deck.
42-"5 longit. spacers at bottom of deck.
Do not splice spacers within 10 feet of bent beams. Place deck steel parallel to, and 6" clear of, all transv. beams.

DECK SECTION — SPAN 6 RT.

(SPANS 4 & 7 RT. SIMILAR)

Scale: ⅜" = 1'-0"

DATE	REVISION
1-3-64	As constructed.

APPROVED: Ivan V. Merchant
BRIDGE ENGINEER

DESIGNED ... CHECKED ...

OREGON STATE HIGHWAY DEPARTMEN
BRIDGE DIVISION

FREMONT INTERCHANGE - STRUCTUR
STRUCTURE "A"

PLAN SPAN 4LT. - 5LT. & 5RT. - 6R

DATE FEB. 26, 1962 SHEET 10 OF ...

BRIDGE NO. 895EA DRAWING NO 17810

ROW 11

October 16, 1980

TO: G. L. Green, Division Administrator
Federal Highway Administration

FROM: Rod Henry, Assistant
Righ-of-Way Manager

SUBJECT: N. Going St. Noise Mitigation Project
Relocation Assistance Agreement
Oregon Project IX 9926 (5)

In your letter of September 4, you requested additional information relating to the relocation and acquisition on this project. I am submitting the following information:

1. Copy of a relocation assistance agreement between the City of Portland and the State.

2. Revised relocation plan.

3. Program assurances required by Paragraph 7E of FHPM 7-5-1.

RH:jr
bc: F. B. Klaboe
H. S. Coutler
E. S. Hunter
E. H. Moehring
V. E. Skoog

RECEIVED
DOT DIRECTOR
OCT 16 '80
REFER TO
FOR
Info | Invest. | R/D | D/R | Sign | Act | File

eptember 8, 1980

City of Portland
City Hall
Portland, OR 97204

AGR 4

Attention: George Yerkovich
Auditor

MISC. CONTRACTS and
AGREEMENTS No. 6405

Gentlemen:

Attached for your records are two fully executed copies of an agreement for a noise mitigation project on the North Vasin Avenue-Pacific Highway Section of North Going Street.

We have retained a fully executed copy of this agreement for the Transportation Commission's files.

Sincerely,

Robert W. Gorman
COMMISSION SERVICES

Rkm

Att.

bc Don Harwell (agree. att.)

CON 21-2

STATE OF OREGON

INTEROFFICE MEMO

TO: H. S. Coulter
State Highway Engineer

DATE: May 19, 1980

FROM: D. E. Swan
Operation Programming Engineer

SUBJECT: Proposed Interstate Transfer Project

The City of Portland is requesting approval to proceed with the right-of-way and construction phases of a previously approved preliminary engineering project. The P.E. Phase of the N. Basin Avenue-Pacific Highway Section of N. Going Street was approved by the Transportation Commission on October 24, 1978. This project will 1) construct a noise barrier on both sides of Going Street between Denver Avenue and Pacific Highway; 2) provide a pedestrian/bikeway on the north side of Going Street between Greeley Avenue ramp and Interstate Avenue; and 3) install noise reduction improvements in houses along Blandena Street and Skidmore Court. Right-of-way will be acquired as a participating cost of the project. The location of the proposed project is indicated on the attached map. In Summary:

Jurisdiction	Section	Total Est. Cost	Federal Funds	City Share
Portland	N. Basin Avenue-Pacific Highway N. Going Street, FAU 9926	$1,300,000	$1,105,000	$195,000

Metro and this office investigated the proposed project confirming its validity and financing utilizing Interstate Transfer Funds withdrawn from the Mt. Hood Freeway. I recommend your approval and request you authorize this project under delegated authority.

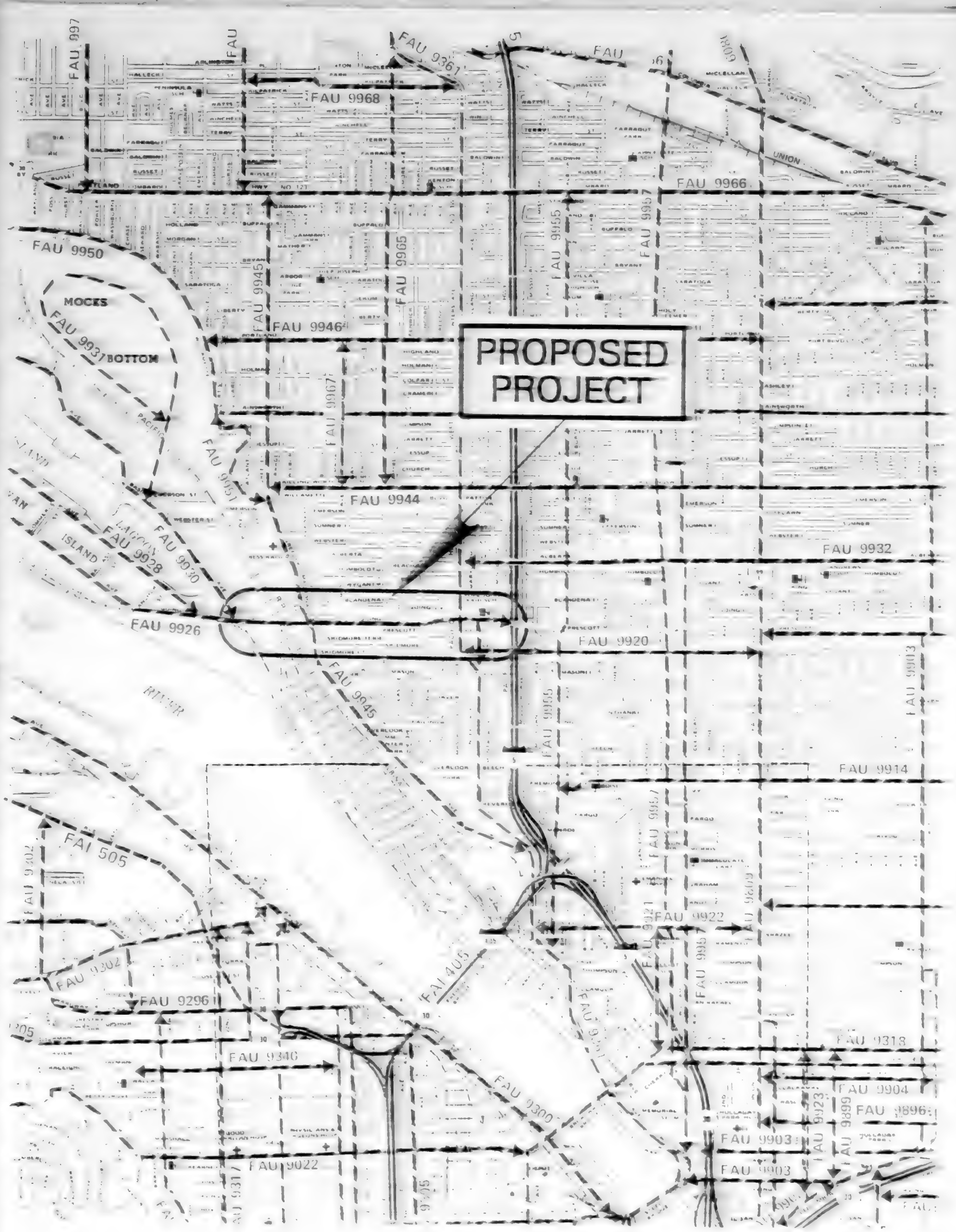
APPROVED BY:

H. S. Coulter
State Highway Engineer

Date 5/20/80

GEZ:pf
Attachment

75683.1.5


PROPOSED PROJECT
FAU 9968
FAU 9966
FAU 9950
FAU 9946
FAU 9944
FAU 9932
FAU 9926
FAU 9920
FAU 9914
FAU 9922
FAU 9318
FAU 9904
FAU 9903
FAU 9903
FAU 9296
FAU 9346
FAU 9022
FAU 9945
FAU 9965
FAU 9955
FAU 9957
FAU 9967
FAU 9931
FAU 9928
FAU 9930
FAU 9151
FAU 9302
FAU 9300
FAU 9896
MOCKS BOTTOM
UNION
ISLAND
LAGOON
RIVER
FAI 505
FAI 405

VICTOR ATIYEH
GOVERNOR

Oregon State Highway Division

TRANSPORTATION BUILDING, SALEM, OREGON 97310

September 2, 1980

TO: G. L. Green, Division Administrator
Federal Highway Administration

FROM: Rod Henry, Assistant
Right of Way Manager

SUBJECT: EDA Project No. 07-01-02248
Oregon Project No. IX-9926(5)
Going Street Noise Mitigation
Project

Attached is a letter confirming that EDA will monitor that portion of the subject project that is funded by EDA. The portion of the project funded with Federal Highway money will be monitored by the Highway Division.

PH:jh
attach.
bc: F. B. Klaboe
H. S. Coulter
E. D. Hunter
D. H. Moenring
J. E. Skoog

NOTED
F. B. KLABOE

THE CITY OF
PORTLAND
OREGON

DEPARTMENT OF
PUBLIC WORKS

MIKE LINDBERG
COMMISSIONER

OFFICE OF
PUBLIC WORKS
ADMINISTRATOR

621 S.W. ALDER
PORTLAND, OR 97205

MA PDM PDE FFM SPC
ODOT - METRO

AUG 27 1980

BM PAR PPC FILE T/A

August 25, 1980

Jon Rose
ODOT - Metro
5821 NE Glisan
Portland, Oregon 97213

Re: N. Going St. Noise Mitigation Project Consultant Services

Dear Mr. Rose:

In response to a need for professional services, the City has entered into an Agreement with the Ed Daly Engineering Co. The Agreement was executed pursuant to telephone conversations between our staff and Mr. Cliff Christianson of FHWA.

The Ed Daly Engineering Co., is EEO Certified and their selection was made in accordance with City procedure. The maximum fee under the Agreement will not exceed $8000. A copy of the Agreement is attached.

Please call Vic Rhodes at 248-4330 if you have any questions.

Sincerely,

David J. Vargas

David J. Vargas, P.E.
Acting Chief
Bureau of Street & Structural Engineering

DJV:ELY:lj

Encl.

cc: Cliff Christianson
Don Fantz, ODOT-Metro
Vic Rhodes

From Metro JON ROSE Date 8/27/80

To BUZ SWAN

Program Mgmt. Traffic Region 1

Comments: This matter was discussed briefly at our meeting yesterday. Is this information sufficient to obtain FHWA concurrence in this proposal? Please advise.

Jon Rose 10/5

Att.

EXHIBIT 'A'

TO

PURCHASE ORDER NO. 13803

THIS AGREEMENT, for personnel services, is between the CITY OF PORTLAND, OREGON, a municipal corporation, (City) and DALY ENGINEERING COMPANY (Consultant).

RECITALS

1. The City is providing sound reduction measures for residences located on N. Blandena Street and N. Skidmore Court as a part of the N. Going Street Noise Mitigation Project.

2. The City is in the process of obtaining property owner consent for noise reduction improvements and is in need of professional expertise in noise control and/or reduction.

AGREEMENT

1. Consultant shall maintain all records relating to services rendered under this agreement for a period of not less than five (5) years.

2. Consultant shall provide technical expertise in establishing sound reduction measures to be applied to individual residences within guidelines established by the City.

3. The City shall schedule appointments with individual property owners for on-site meetings to discuss and determine what, if any, sound reduction measures are appropriate.

4. Consultant shall attend all meetings with property owners and shall advise the owner and City as to what, if any, sound reduction measures are appropriate.

5. City and Consultant shall arrange scheduled blocks of time mutually agreeable to facilitate scheduling of property owner meetings.

6. City and Consultant agree that one (1) hour round trip travel time shall be paid for each trip to the project site made by the Consultant at City's request.

7. Consultant shall be compensated at the rate of fifty-two dollars ($52.00) per hour for travel time and all time spent on-site measured to the nearest one tenth (0.1) hour. Said compensation shall include all labor, vehicles, fuel, materials, overhead, profit and miscellaneous expenses due Consultant. Consultant agrees to provide services during regular business and evening hours at the foregoing rate.

8. Consultant shall notify City prior to incurring expense in excess of the value stated on the purchase order accompanying this agreement.

FOR THE CONSULTANT

Edward Daly

Date

FOR THE CITY

Mike Lindberg
Commissioner of Public Works

6-5-80
Date

THE CITY OF PORTLAND OREGON

MA PDM PDE FFM SPC
ODOT - METRO

AUG 14 1980

BM PAR PPC FILE T/A

OFFICE OF
CITY AUDITOR
GEORGE YERKOVICH
CITY AUDITOR

1220 S.W. FIFTH AVE.
PORTLAND, OR. 97204

August 13, 1980

R. N. Bothman, Metropolitan Engineer
Oregon State Department of Transportation
5821 N. E. Glisan
Portland, Oregon 97213

Attention: Jon Rose, Regional Federal Aid Engineer

Dear Mr. Bothman:

Enclosed are quadruplicate copies of contract providing for right-of-way acquisition and construction for the North Going Street Noise Mitigation Project authorized by Ordinance No. 150183.

Will you please have the proper persons sign all four copies of the contract which have already been executed by the City officials and return two copies to the Auditor, Room 202, City Hall, Portland, 97204.

Your prompt attention to this matter will be appreciated.

Yours very truly,

George Yerkovich
Auditor of the City of Portland

From Metro JON ROSE | Date 8/14/80

To BUZ SWAN

Program Mgmt. Traffic Region 1

Comments: Here are 4 copies of the subject agreement, signed by City officials and approved by the Metro Administrator. Please process for final action.

Jon Rose

14 (D

Form FHWA 121 (1/80)

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

THE OREGON DIVISION - Salem
UNITED STATES GOVERNMENT

memorandum

Subject: Oregon Project IX-9926(2)
Going Street Noise Mitigation

Date: August 6, 1980

From: G. L. Green, Division Administrator

Reply to Attn. of: HFO.6-OR

To: Mr. H. S. Coulter, State Highway Engineer, ODOT

Based on a recent review of this project by the Area Engineer, it would be desirable to review some of the background material in more detail. Design work is being performed for the City of Portland by Earth Metrics, Inc. The concern lies predominantly in the area of soundproofing existing buildings.

By copy of this memorandum I am asking the City Bureau of Streets and Structures to arrange a meeting with their Consultant for a project review by our Area Engineer and the ODOT Project Coordinator. The Consultant should be prepared to show and discuss source documents for the reconnaissance effort, including time spent, type of data gathered, degree of communication with local residents and coordination with City Staff. Discussion will probably center around the basis for design features proposed in soundproofing existing dwellings. Your cooperation and participation will be appreciated.

G. L. Green

cc:
D Hill (Portland Sts & Strs)
R N. Bothman (ODOT/Metro)

July 22, 1980

HSM 3

City of Portland
621 S.W. Alder Street
Portland, Oregon 97205

Attn: David Simmons
Highway Coordinator

Gentlemen:

We have submitted a program to the Federal Highway Administration for approval of the right-of-way acquisition on the [redacted] Main Avenue - Pacific Highway Section.

Financial sharing of the right-of-way acquisition is:

Total R/W Cost	[redacted]
Federal Funds	[redacted]
BALANCE	[redacted]

[redacted]

The attached sheet defines the three options for making your advance deposit. Please select the option you desire and submit your advance deposit in accordance with the instructions.

Very truly yours,

R. E. Swan
Operation Programming Engineer

REE:ri

bcc w/AD # 799: Region 1 Federal Aid Engineer
Vern Skoog — Please return completed AD # 799 when advance deposit is received.

2-29-80

Vic Hokes will work through City to acquire this. They will submit advance deposit. They are not 10% - turn over keys - things.

Nick Hernandez

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to File No.
PRO 6

July 9, 1980

TO: G. L. Green, Division Administrator
Federal Highway Administration

FROM: D. E. Swan
Operation Programming Engineer

SUBJECT: Project Data Submission
Item No. 90014
Project No. IX-9926(5)
N. Basin Ave.-Pacific Hwy. (Portland) Section
Multnomah County

Enclosed is data consisting of PR-1 forms, sketch maps & right of way map for the subject project.

I request the following:

1) Transfer of Interstate Substitution General Funds for the right-of-way on the project at an estimated total cost of $269,000 with substitution funds in the amount of $228,650.

2) Authorization to proceed with appraisals, appraisal review and preliminary relocation activities on the properties outlined in red on the enclosed right-of-way map.

We will request authorization to proceed with the actual acquisition of right-of-way upon receipt of and your approval of the required relocation plan.

This request is based on the October 2, 1978 letter to you from the Governor of Oregon in which he approved the project concept.

A copy of the State Clearinghouse A-95 review conclusions was forwarded previously.

CL:bke
Enc.
cc: R. Bothman (Metro)
M. Klotz
Jon Rose
J. Boyd
F. Lowe
G. Zehner

Form 734-3122

Budget Bureau No. 41-R20

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W. O.

FORM PR-1 (REV. 4-81)

July 9, 1980

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

CARD 2 | REPORT NUMBER (18)(20) | PROJECT LOCATION (45 typewriter spaces) (21-66): City St., N. Basin Ave. to Pacific Hwy. (Portland)

ADT | PRESENT: 24,500 | FUTURE (66): --- | YEAR (70)(71)(72): --- | REGION: 10 | STATE NAME: Oregon

CARD 3 | CHARACTER OF PROPOSED WORK (35 typewriter spaces) (28-62): Right of Way Acqusition | NATL. FOREST (63)(68) | FH ROUTE NO. (69)(98) | SUPV AGCY (80) | DA CLASSIF. (70) | DA AREA (71) | EMERG. YR. (72)(73) | PL. AUTH YR (74)(78) | PROJECT NUMBER: PREFIX LETTER(S) (14-23): IX- | NUMBER (7): 9926

CARD | CLASS OF FEDERAL FUNDS: Interstate Substitutions General Funded | COUNTY NAME: Multnomah

NAME OF URBAN AREA (17-31): Portland | ROUTE NO. U | FEDERAL-AID (32): 9926 | STATE (36)(37): City St. | U. ---

CARD 5	LINE NO. (14-15)	CHANGE CODE (16)	PROJECT CODE (81)	WORK CLASS (42)	WORK TYPE (43-46)	STEP (83)	TERMINI (Full description)	MILES (54)(58)	TOTAL ESTIMATED COST (59)(66)	FEDERAL FUNDS (67)(76)	STATE FUNDS	OTHER FUNDS
1												
5					PE							
5					ROW			0.66	269,000	228,650	---	40,350 (C
5					CONST (CODE)		"N. Basin Ave.- Pacific Hwy. (Portland) Section."					
							PROJECT TOTALS	0.66	269,000	228,650	---	40,350 (C

CARD 1 | CODE 1 | PREPARED BY: C.L.

1 | 14 | PROGRAM APPROVAL DATES: 11-9-78

REMARKS (16)(23)(24)(99): Additional Data see Item #900

3261966

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

FORM PR-1 (REV. 4-61)

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

July 9, 1980

LOCATION (45 typewriter spaces)		PRESENT	FUTURE	YEAR	REGION	STATE NAME	STATE CODE	APPN CODE	ITEM NO.
St., N. Basin Ave. to Pacific Hwy. (Portland)	ADT	24,500	---	---	10	Oregon	41	823	90014

WORK (35 typewriter)	NATL. FOREST	FH ROUTE NO.	SUPV AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PROJECT NUMBER PREFIX LETTER(S)	NUMBER	SEQ. NO.	I. Projects Only POST MI.	DESIG.
sition								IX-	9926	(5)		

Interstate Substitutions General Funded

Portland

COUNTY NAME: Multnomah — CODE: 051

ROUTE NO. U — FEDERAL-AID: 9926 — STATE: City St. — U.S.: ---

PROGRAM STAGE: ___ 1 OR ___ 2

WORK TYPE	STEP	TERMINI (Full description)	MILES	TOTAL ESTIMATED COST	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK (Full description)
W			0.66	269,000	228,650	---	40,350 (City)	
ST		"N. Basin Ave.- Pacific Hwy. (Portland) Section."						ROW-90' normal; Access Control-none; Parking Restrictions-complete.
C.L.		PROJECT TOTALS	0.66	269,000	228,650	---	40,350 (City)	

DATES: 11-9-78

REMARKS: Additional Data see Item #90014 Project No. IX-9926(2)

-over-

USCOMM DUSCOMM-DC 48905-

N. Basin Ave.-Pacific Hwy. (Portland) Section
Project No. IX-9926(5)

Project Data: Work under this project consists of right of way acquisition all phases including relocation assistance as required for the future construction of noise barriers consisting of earth berms and walls.

FHPM 7-7-2 Requirements: Final Environmental Impact Statement adopted by the Economic Development Administration on June 27, 1979.

FHPM 4-1-4 Requirements:

a) Public Hearings ----- Held on April 25, 1979 and May 24, 1979.
b) Location/Design ----- Approval granted by adoption of the Final Environmental Impact Statement.

Note: 1) This project is in Congressional District No. 3.
2) Included in MSD FY '80 TIP April 24, 1980 by resolution No. 80-145.

Data for PR-37: Relocation Assistance:

Moving Costs (7 families)	$ 3,500
Replacement Housing	$57,500
TOTAL	$61,000

NARRATIVE REPORT

Basin Avenue/Going Street Interchange
Multnomah County
Prefix 326-1978

REC'D. 6-24-80
STAFF REP. 67
FED FUNDS 1,777,585
OK Z

TABLE OF CONTENTS

Page

Addendum to Narrative Report

Report of Survey 1

Appendix to Narrative Report 9

ADDENDUM TO NARRATIVE REPORT

Three new alignments have been added to this project at the improvements to the three intersections along Going St. The 'An2' line was added to facilitate striping at the Anchor St./Going St. intersection. The 'La3' line was added to accommodate the extra lane requested by the Port of Portland at the Lagoon Ave/Going St. intersection. The 'Ba3' line increases the degree of curvature at the Basin Ave./Going St. intersection over the original 'Ba2' alignment in order to avoid right-of-way takings at Tax Lot 87. In each case, there will be right-of-way takings based on these alignments. At this time, none of these centerlines have been staked. The Port of Portland has requested that we stake the right-of-way along these intersections so they can market the properties affected by the project. In order to do so, the alignments will have to be staked by this office before the project goes to contract; (see memo in correspondence pad, page 69).

BASIN AVENUE-GOING STREET INTERCHANGE

Multnomah County
Prefix 326-1978

Report of Survey

June 6, 1980

The purpose of this authorization is to prepare plans and estimates to improve the present facility to one that can function safely and adaquately during the future development of the Swan Island Industrial area. The original survey (Alternative 3C) was submitted to Salem in August 1978, but was returned to this office for modifications that would address the traffic, transit, and drainage issues that the City of Portland, Tri-Met, and the Port of Portland felt had not been resolved.

Using the unit bid prices received from George Sanford, cost analysis, estimated cost of the Project was determined to be $ 1,610,500

Highway:

N. Going Street, FAU 0870

Termini:

Northerly terminus - 430 feet northwest of the intersection of the Anchor Street extension and Basin Avenue.

Westerly termini - 570 feet west of the Anchor Street - Channel Avenue intersection and 230 feet west of the Anchor Street - Lagoon Avenue intersection.

Easterly terminus - Paving limits are located at the westerly end of the existing Gong Street/UPRR structure. Signing and striping are also required for the Going Street/Greeley Avenue interchange.

Additional signing and striping outside the termini will be completed by the City of Portland.

Alignment:

With the exception of the improvements to the three intersections along Going Street, the proposed alignments generally follow the present alignments throughout most of the project and overlaps the recently constructed "N. Lagoon Avenue - Pacific Highway" section (See 11V-204). In addition, Anchor Street has been extended northeasterly from Lagoon Avenue across the lagoon to Basin Avenue. The fill has been constructed under a prior contract (See (14V-404) to permit the settlement stage to coincide with the interchange construction schedule.

Grade:

Grade generally follows the present grade throughout most of the project. New profile grades were used for the Anchor/Going connection, the Basin/Going connection and the Anchor Street extension.

Control Horizontal:

(Coordinates) Local Datum Plane.

(Bearings) Oregon Coordinate System, North Zone.

Control Vertical:

City of Portland

Standards:

State of Oregon

Exceptions to Oregon Standards:

Sidewalk Ramps - City of Portland - Drawing No.'s 116-A & 116-C.

Driveways - City of Portland - Drawing No.'s 107 & 109

Typical Section, Roadway:

Due to the numerous variable typical sections on this project, refer to roll of typical sections.

Sidewalks are normally 8 feet wide with the exception of the 10-foot walks at the bus transfer facility at Lagoon and Anchor streets and along the south and east edges of the triangular island incorporated in the outbound transfer facility at the Anchor and Channel intersection.

Tentative base and surfacing:	(Overlay)	Class "C" Mix: 2" Patching: 1"
	(New Construction-A.C.)	Class "C" Mix: 2" Class "B" or "C" Mix: 2" Plant Mix Bit. Base: 8" Aggregate Base: 6"
	(New Construction PCC)	Reinforced P.C. Conc.: 8" Aggregate Base: 4"

Access:

Controlled access along inbound transit station (Northeasterly of Lagoon Avenue) An existing driveway in this area will be eliminated; access to this area will be from Anchor Street (by developers at a later date).

Right of Way:

See right of way liaison report from Eric Ingebretson, Metro right of way liaison agent, which has been made part of this narrative.

Material Source:

Commercial Suppliers

Drainage:

The existing sewer outfall lines were utilized throughout most of the project with the addition of new inlets and manholes in areas of new construction.

The City submitted plans for a proposed storm sewer outfall system which runs from an existing manhole at the Anchor-Lagoon intersection north across the Anchor Street fill and outfalls into the Lagoon near the Anchor Street-Basin Avenue intersection. The construction of the 36-inch facility and its 42-inch outfall is included as part of this project. See City of Portland Drawing - in this report.

Pedestrian Facilities:

The pedestrian overcrossing considered in the orginal survey has has been dropped because analysis for this facility showed that pedestrian demand did not warrant the estimated capital outlay required.

Tri-Met Facilities:

The bus transfer facilities indicated on the orginal survey were reviewed by Tri-Met, the City and the Port of Portland in 1979. This resulted in a major redesign of the entire project. The major changes included

were:

- The addition of a northbound lane along the Anchor Street fill.
- The inbound transit station relocated from the Going/Basin intersection to the easterly side of Lagoon Avenue.
- The outbound transit station relocated from the Port's of Call parking lot to the triangular island located at the Channel Avenue/ Anchor Street intersection.
- Provide for an additional bus stop along the south side of Going Avenue adjacent to Ports of Call.
- Deletion of the pedestrian overcrossing.
- Additional sidewalks to connect facilities.

For the outbound transit station, Tri-Met suggests one single large shelter located at a central location on the triangular island. This could be merely a fusion of three type "B" shelters. Type "A" shelter (Tri-Met) is suggested for the south side stop.

The inbound transit station would be provided with two pairs of Tri-Met type "B" shelters, each pair set back five feet from face of curb.

Type "A" shelter (Tri-Met) is suggested for the Ports of Call bus stop.

Bus stop information signs would be upside down, "u-shaped" tubular frames allowing the posting of route and Schedule information (similar to existing Swan Island signs).
(For further details, refer to attached letters from Tri-Met and the City of Portland which has been made part of this narrative.)

R.R. Crossings:

Union Pacific presently has one spur lying approximately 20 feet southerly of the existing curb along Going Avenue. This crosses the proposed "L" line near station 41+75. The length of this crossing is approximately 180 feet.

Utilities:

The location for a proposed 12-inch water main on the Anchor Street extension will be finalized after the Portland Water Bureau and the city receive and study copies of the project detail map. Their recommendations will be forwarded when received by this office.
Conflicts with utilities will be identified by the agencies involved. Information on these conflicts will be discussed in a separate utilities report by Gary Kennen, Metro Utilities Engineer.

Bicycle Facilities:

City of Portland standard sidewalk ramps are provided throughout the project with the exception of the island at the Going-Basin intersection. Ramps and sidewalk at this location were omitted to discourage bicycle movements across this uncontrolled intersection. Additional signing should be included to discourage these movements. Further recommendations on bicycle signing & sidewalk ramps may be made by Janet Schaeffer, Bicycle and Pedestrian Program, City of Portland, and will be forewarded by this office if received. See memo in correspondence pad, page 66.

Signing:

The Salem Traffic Section will design the signing inside the termini of the project. The city requests that bicycle signing be included (see Bicycle Facilities above).

Striping:

The City Traffic Engineers will restripe and resign Ballast Avenue and adjacent Channel and Lagoon streets as needed to establish one-way traffic. See memo in correspondence pad, page 46, paragraph 8.

Signalization:

Due to policy changes the City of Portland will not design the five proposed signals. These will be done by the Salem Traffic Section. See memo in correspondence pad, page 68. Signals will be installed at the intersections of Anchor St./Going St., Anchor St./Lagoon Ave, Anchor St./Basin Ave, Going St. eastbound to and from Greeley Ave, and Going St. westbound to and from Greeley Ave. Plans submitted to Region 1 Traffic Engineer for pole locations will be forewarded upon receipt.

Illumination:

The City of Portland will submit a lighting plan when completed, and this office will forward it when received. See memo in correspondence pad, page 47.

Landscaping:

The Port of Portland will design and maintain landscaping. Refer to March 4, 1980 letter, page 9, a copy of which has been made part of this narrative.

Conflicts:

Coordination with the City Traffic Engineers resigning and restriping efforts outside the termini of the project should be arranged to assure that the implementation of the new one-way grid is accomplished smoothly.

Items Not Clarified at This Time:

The slopes to be constructed in conjunction with the acceleration lane west of the private road connection to the Oregon-Washington Railroad and Navigation Company can be carried out in a proposed donated permanent slope easement. This lane is considered to be a benefit to the railroad and could be left out if traffic does not warrant its construction or if substantial cost is involved in acquiring the easement. This company has traditionally sought permanent easements over right of way purchases. A section of Going Street near this area in use by the public is owned by O.W.R.&N. Co., but is controlled by a permanent easement. Refer to the right of way liaison report by Eric Ingebretson, a copy of which has been made part of this narrative.

Items Not Included With This Survey:

The below listed information and data is not included with this survey. The information will be submitted upon receipt:

Utilities Engineers Report

Bicycle Signing & Sidewalk Ramps (from Janet Scheaffer, City of Portland)

Illumination Plan (from City of Portland)

Landscaping Plan (from City of Portland)

Location of Signal Poles (From Region 1 Traffic)

INDEX TO APPENDIX NARRATIVE REPORT

Basin Avenue - Going Street

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Oregon State Highway Division

Sheet 1 of 5

Summary - Bid Schedule - Cost Estimate

Date June 1980

Section Basin Ave. - Going St. Interchange

County Multnomah

Kind of Work Grading, paving and signals

Length

Name E.J. Dunn

No.	Item	Code	Unit	Quantity	Unit Cost	Total
	Mobilization 8%	110				$74,458
	Temporary Protection and Direction of					
	Traffic 3%	111				27,922
	Temporary Signs	111	SF	609	$6	3,654
	Temp. Cont. Rail Traffic Barriers					
	Lighted	111	LF	525	$7	3,675
	Reflectorized	111	LF	350	$9	3,150
	Flaggers	111	HR	500	$22	11,000
	Clearing and Grubbing	201	LS	All		5,400
	Removal of Structures and Obstructions	202	LS	All		20,000
	General Excavation	203	CY	7829	$5	39,145
	Trench Excavation	206	CY	4890	$10	48,900
	Finishing Roadbed and Slopes	222	LS	All		3,640
	"					
	Furnishing and Placing Topsoil	225	CY	1073	$11	11,803
	Watering	233	M-Gal	57	$10	570
	Aggregate Base	304	Tons	3200	$8	25,600

Oregon State Highway Division — Sheet 2 of 5

Summary – Bid Schedule – Cost Estimate — Date June 1980

Section Basin Ave. – Going St. Interchange — County Multnomah

Kind of Work Grading, paving and signals — Length — Name E.J. Dunn

Item	Code	Unit	Quantity	Unit Cost	Total
Plant Mix Bituminous Base	401	Tons	4293	$16	$68,688
Asphalt in PMBB	401	Tons	236	$190	44,840
Class 'B' or 'C' Asphalt Concrete	403	Tons	3343	$16	53,488
Asphalt in 'B' or 'C' mix	403	Tons	218	$190	41,420
Class 'C' Asphalt Concrete	403	Tons	5613	$16	89,808
Asphalt in 'C' mix	403	Tons	393	$190	74,670
Asphalt in Tack Coat	407	Tons	8	$300	2,400
8" Reinforced Concrete Pavement	450	SY	700	$30	21,000
Structural Concrete (Bus Shelter Foundations)	504	CY	11	$210	2,310
Reinforcing Steel	505	LB	740	$.70	518
8" Sewer Pipe	603	LF	605	$9	5,445
10" Sewer Pipe	603	LF	1225	$10	12,250
12" Sewer Pipe	603	LF	45	$16	720
15" Sewer Pipe	603	LF	217	$17	3,689
18" Sewer Pipe	603	LF	277	$22	6,094
24" Sewer Pipe	603	LF	750	$49	36,750
30" Sewer Pipe	603	LF	196	$63	12,348
24" Corrugated Metal Pipe - LF Sewer	603	LF	146	$40	5,840

Oregon State Highway Division — Sheet 3 of 5

Summary – Bid Schedule – Cost Estimate — Date June 1980

Section Basin Ave. - Going St. Interchange — County Multnomah

Kind of Work Grading, paving and signals — Length ____ — Name E.J. Dunn

No.	Item	Code	Unit	Quantity	Unit Cost	Total
	Extra for Pipe Under Pavement	603	LF	547	$15	$8,205
	Concrete Manholes Under 10' Deep	604	EA	2	$1500	3,000
	Concrete Manholes 10' to 20' Deep	604	EA	3	$1800	5,400
	Concrete Inlets					
	Type 'B'	604	EA	1	$600	600
	Type 'P'	604	EA	31	$450	13,950
	Type 'Double P'	604	EA	2	$450	900
	Guard Rail					
	Type 1A	606	LF	1200	$12.50	15,000
	Type 2A	606	LF	1225	$13	15,925
	Guard Rail Anchors, Type 1	606	EA	6	$350	2,100
	Guard Rail End Pieces					
	Type A	606	EA	2	$75	150
	Type C	606	EA	4	$160	640
	Extra for 8' Posts	606	EA	32	$12	384
	4" P.C. Concrete Surfacing	603	SY	5549	$14	77,686
	P.C. Concrete Driveways	603	SY	368	$20	7,360
	P.C. Concrete Sidewalk Ramps	603	EA	21	$250	5,250
	P.C. Concrete Curbs, Type 'C'	609	LF	9451	$4	37,804
	P.C. Concrete Islands, Type 'C' - 7"	609	CY	83	$150	12,450

Oregon State Highway Division — Sheet 4 of 4

Summary - Bid Schedule - Cost Estimate — Date June 1980

Section Basin Ave. - Going St. Interchange — County Multnomah

Kind of Work Grading, paving and signals — Length — Name E.J. Dunn

No.	Item	Code	Unit	Quantity	Unit Cost	Total
	Extra for Paved R.R. Grade Crossing	610	LF	180	$50	$9,000
	Concrete Shoulder Barrier	611	LF	170	$45	7,650
	Loose Riprap, Class 100	620	CY	25	$30	750
	Filter Blanket, 1½" - 0"	620	CY	13	$20	260
	Salvage Guard Rail (Stockpile)	625	LF	780	$4	3,120
	Adjustment of Incidental Structures					
	Valves	628	EA	25	$250	6,250
	Manholes	628	EA	31	$250	7,750
	Roadside Seeding and Mulching	681	AC	1.9	$700	1,330
	Furnish and Install Type A Bus Shelter	690	EA	2	$4000	8.000
	Furnish and Install Type B Bus Shelter	690	EA	5	$4000	20.000
	Relocate Existing Bus Shelter, Type B	690	EA	2	$500	1,000
	[illegible]					$1,033,109
	[illegible]					258.301
	[illegible]					$1,291,386

Oregon State Highway Division — Sheet 5 of 5

Summa - Bid Schedule - Cost Estimat — Date June 1980

...ction Basin Ave. - Going St. Interchange — County Multnomah

...ad of Work Grading, paving and signals — Length _____ — Name E.J. Dunn

...	Item	Code	Unit	Quantity	Unit Cost	Total
	ADDITIONAL ANTICIPATED ITEMS					
	Adjustment of Utilities					
	Illumination					$90,000
	Portland Water Bureau Estimate					58,000
	Right of Way					166,090
	*Signals					
	Striping					5,000
	*Landscaping					
	*TOTAL					$1,610,500
	*Total excludes signalization and landscaping					

OREGON STATE HIGHWAY DIVISION

TO: PROJECT MGMT.
MAINOR HOLMES

SUBJECT:
AGREEMENT - GOING ST NOISE MITIGATION

FROM:
JON ROSE

DATE: 6/19/80

DON FANTZ, project coordinator for the Going St. Noise Mitigation project, has raised some questions about the agreement since the City now proposes to use an mixture of E4 and E10 many for the project. For your info in altering the agreement I'm attaching a copy of Don's comments and if you need more details you should call him - 238-8244. He's the only one who can keep track of the latest plans.

Jon Rose
SIGNATURE)

PLEASE REPLY HERE

cc: Don Fantz

cc _____
SIGNATURE) DATE)

1 SENDER SHOULD DETACH SHEET NO. 4 AND HOLD UNTIL REPLY IS RECEIVED, LEAVING 1ST 2 CARBONS INTACT.
2 ADDRESSEE SHOULD REPLY, DETACHING SHEETS, RETAINING SHEET NO. 1 AND RETURNING SHEET NO. 3 TO SENDER.
3 SHEET NO. 2 MAY BE USED AS INFORMATIONAL CARBON COPY OR DESTROYED.

2

6/13/8

Comments To Max

on Recitals:

3. ... will be financed with (e)(4) funds
This is true only in Part Item 4 indicates Soundproofing of Houses. All of the ~~#~~ house Soundproofing will be funded with E.D.A. Funds Item 3 could indicate Joint funding.

In Item 4 (Some) R/W will be acquire as a participating Cost.

State Obligations
① Okey if project is Identified as partial project.

City Obligations
① Okey if project is Identified as partial project. (they have started R/W, with EDA Funds)

Project request explains Joint funding

O Fant

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

PRO 6

May 19, 1980

TO: G. L. Green, Division Administrator
Federal Highway Administration

FROM: D. E. Swan
Operation Programming Engineer

SUBJECT: Change of Project Funding
Item No. M-87
Porject No. M-9926(1)
Basin Ave.-Going St. Interch. Section
Multnomah County

I request approval to joint fund the subject project with Interstate Substitution General funds requiring changes on the PR-1 form as follows:

1) Project Number: Change to read "IX-M-9926(1)
2) Appn. Code: Add "823"
3) Class of Federal Funds: Change to read "... & Interstate Substitutions General Funds"
4) Estimate Project Cost by Phases: Change to read ...

Appn. Code	TEC	FF	SF	Amount	%
W36	$255,768.00	$219,295.00	$18,236.00	Orig.	85.74
823	77,132.00	65,562.00	------	Add'l.	85.0
	$332,900.00	$284,857.00	$18,236.00	Rev.	

Note: Revised cost reflects the latest estimate set forth in the attached copy of the justification letter dated May 8, 1980.

Form 734-3112

Approval of this request will involve additional financing utilizing Interstate Substitution General funds for the amount in the proceeding tabulation under appropriation code 823.

This request is based on the May 15 letter to you from Mr. F.B. Klaboe, Director of the Department of Transportation.

Also, This project is included in MSD FY '80 AE/TIP on page 186 as items 13 & 232.

JLG:bke
Attachment

cc: R.N. Bothman, Metro
Max Klotz, Metro
Jon Rose, Metro
Ed Hardt, Reg. 1
Gary Zehner

PM file

Oregon State Highway Division
Salem, Oregon October 25, 1979

Federal Aid Project
No. M-9926(1)

Basin Ave.-Going St. Interchange Section
City Street in Multnomah County

Revised Project Agreement Estimate

Type Code PE
Preliminary Engineering
Preliminary Engineering

All Required		$250,000.00
Total		$250,000.00

Length of Project. . . . . .0.3 miles

Federal Funds.	$214,300.00
State Funds.	17,850.00
City Funds	17,850.00
Total	$250,000.00

Group 1 - 100%
Prefix 326-1978

STATE OF OREGON

INTEROFFICE MEMO

HIGHWAY DIVISION - ODOT | 378-6883 | PRO 6-2

DEPT | TELEPHONE

TO: D. H. Moehring
Assistant State Highway Engineer

DATE: May 8, 1980

FROM: Frank E. Terpin
Location Engineer

ATTN: D. E. Swan

SUBJECT: Basin Avenue-Going Street Intch.
FAU 9926
Multnomah County

A supplemental survey authorization has been initiated authorizing preliminary engineering expenditures which exceed those programmed with FHWA. To assist you in reprogramming for additional federal participation, we offer the following justification:

The present P.E. program, authorized in 1976, has proven to be insufficient for the development of this project. In addition to the inflationary trend, circumstances contributing to the shortfall include:

- Untimely design changes requested by the Port of Portland and Tri-Met.

- A request from the City of Portland for supplemental funds for traffic signal designs and for the design of a storm drainage system that will tie into the proposed system for Swan Island.

- Gross underestimating of the cost of preparation of the D.E.I.S. A consultant agreement was negotiated subsequent to the original programming at an increase of $40,000.

- Additional efforts by our Environmental Section of the F.E.I.S. relative to the wetlands issue and the investigation of an alternate route using Going Street as the improved access.

The projected costs of construction, as a result of this P.E. effort, are $1,750,000.

Present Authorization	$ 250,000
Additional	82,900
Total	$ 332,900

3261978
BEN GIFFORD

RECEIVED
MAY 9 1980
BRIDGE SECTION

Attached is a functional itemization.

JWG:ge
Attach.

cc: D. Adams w/att
D. Fantz "

PRELIMINARY ENGINEERING

Major Class 19
(also 07, 08, 09)

	Engineering	AUTHORIZATION APPROVED BY FHWA	TOTAL AUTHORIZATION REQUESTED
901	Resident Engineer	125,000	120,000
902	Citizens involvement	10,000	10,000
903	Payment to local government	15,000	26,000
904	Consultant fees	18,000	58,000
905	Final Design	10,000	15,000
906	Bridge Design	19,000	20,500
907	Preliminary design	2,000	10,000
908	Field testing section (construction)		
909	Right of way descriptions	6,000	9,000
910	Soils and geology	5,000	10,000
911	Signing (traffic department)	2,000	1,500
912	Landscape department	1,000	
913	Right of way - liaison & relocation	10,000	3,000
914	Utility liaison	2,000	2,000
915	Audits by accounting section		4,000
916	Photogrammetry		1,000
917	Inventory notes		500
918	Reconnaissance - geology	2,000	
919	Engineering services	1,000	
920	Project management	3,000	200
921	Specifications	2,000	5,000
922	Administrative services - engineering		200
923	Environmental studies	11,000	20,000
924	Department of transportation	4,000	4,000
925	Miscellaneous		
926	Foundation investigation	2,000	3,000
927	Planning, design, engineering & services		1,000
955	Highway relocation assistance program		
956	Personal taxes		
975	Historical sites inventory		
999	Other Engineering Costs	1,000	3,000
995	Miscellaneous Expenses		
996	Out-of-State Travel		
		250,000	332,900

Job: BASIN AVE - GOING ST INT.

Proj.: FAU 9926

County: MULTNOMAH

Route: 326 - 1978

OREGON STATE HIGHWAY DIVISION

TO: Jon Rose

SUBJECT: Going St. Noise Project

FROM: Don Fantz

DATE: 5-6-80

I have listed pertinent information that may be useful in Preparing the Construction finance agreement. I see the city doing all the engineering, and R/W acquisition and ODOT doing the minimum necessary to monitor FHWA Funds. I have attached a letter stating the preferred extent of ODOT involvement and a copy of the Federal Aid Project request. This agreement needs to be started Soon because the city expects to use FAUS Fund for P/C as early as October

D E Fantz
SIGNATURE

PLEASE REPLY HERE

From Metro JON ROSE | Date 5/6/80

To BOB SMITH - MANOR HOLMES

(Program Mgmt.) Traffic Region 1

Comments: The attached info should assist you in preparing the necessary construction finance agreement. I believe that the construction request is being reviewed now by Metro and should reach you shortly.

Jon Rose

DRAFT Fantz 5-6-80 Hope 326-1966

GOING STREET NOISE MITIGATION

Pertinent Information for City/State Agreement

There is a preliminary engineering agreement existing, miscellaneous contract # Agreement No. 6805.

The preliminary engineering was funded by FHWA e(4) funds.

The local match for the preliminary engineering funding was paid by the City of Portland.

Right-of-way and construction of the project were originally to be funded by EDA funds. The city has requested FHWA e(4) funds for construction and part of the r/w.

The City of Portland is doing the preliminary engineering on the project. ODOT will complete the PS & E and let the contract for construction of the sound walls and roadway work.

The city will let contracts with EDA funds for architectural modification to dwellings outside the r/w.

$2.7 million is to be funded with EDA, HCD, and city general funds.

$1.3 million local funds is to be funded by FHWA. This includes 15% local match paid by the city.

The City of Portland will be responsible for r/w acquisition using FHWA guidelines. ODOT will monitor r/w activities.

The state would monitor the construction engineering. The city would be responsible for the construction engineering and inspection.

The Metro Administrator has requested that the department's effort on this project be absolute minumum. Our efforts should be only that necessary for ODOT to monitor the expenditure of federal highway funds.

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone:
Date: February 28, 1980

File No: 326-1966 (100)

TO: D. E. Fantz
Project Coordinator

FROM: R. N. Bothman
Administrator

SUBJECT: Going Street Noise Mitigation Project

You should orient the Going Street noise project agreement so that the City of Portland accomplishes all final design.

I want the Department of Transportation effort on this project to be zero. This is impossible, since we will have to award the contract if it goes e(4); but I want to follow that philosophy.

RNB:ke

cc: D. R. Adams

FEDERAL AID PROJECT REQUEST

Date January 23, 1980

Applicant Agency City of Portland Oregon

Request for: Off-System ____, FAS-C ____, FMS "G-2" Project

Federal Aid Route No. F006 Route Name Going Street

Project Name Going Street Noise Mitigation Project

Project Length 3300 Feet Project Location (Attach sketch map)

Project Description Acquire R-O-W and construct noise barrier and bicycle/pedestrian path along Going Street. Install noise reduction improvements in houses along Flanders St. and Skidmore Court.

Average Daily Traffic 44,500 Design Speed 40 mph

Complete Applicable Sections:

I. ROADWAY DATA

1. Existing Roadway: (Attach sketch)

Width ____ Travel Lanes ____ Shoulders ____

Medians ____ Parking ____

Sidewalks ____

Remarks Going Street has three travel lanes eastbound, and three lanes westbound, narrowing to two lanes just west of Interstate Avenue. Parking is not permitted.

2. Desired Roadway Cross Section: (Attach sketch)

Width ____ Travel Lanes ____ Shoulders ____

Medians ____ Parking ____

Curbs ____ Length Curb Radii ____

Sidewalks ____

Remarks ____

II. RIGHT-OF-WAY DATA

1. Existing Right-of-Way:

General Width 90' Minimum 70' btwn. I-5 and Interstate Ave. Maximum 90'

2. Has right-of-way been acquired for this project subsequent to January 2, 1971?
Yes ____ No X

3. Will additional right-of-way be needed? Yes X No ____
If answer is "yes," will cost of right-of-way be subject to Federal reimbursement? Yes X No ____
Remarks: R/W will also be purchased with FAS funds. All R/W acquired under any existing segment of this project [illegible]

III. TRAFFIC CONTROL DATA

1. Existing Signalization and Location:

The ____-phase signal at Interstate and Going

2. Proposed Signalization:

Location No new signalization is proposed.

Type

Phases

Type of Suspension

Interconnected

Remarks

3. Permanent Signing:

Include in project or by applicant? No changes in existing signing is proposed.

4. Permanent Striping:

Include in project or by applicant? No changes in existing striping is proposed.

IV. ILLUMINATION DATA

1. Existing Illumination and Location:

Mercury Vapor on wood poles.

2. Proposed Illumination:

Location No change to existing illumination is proposed.

Type

Remarks

V. STRUCTURE DATA

1. Existing Structure:

Location Pedestrian overpass over Going Street at N Concrod Avenue.

Type Concrete Shoulder Width

Approach Roadway Width Width

Length

To remain in place? Yes. Noise barrier will be constructed around approaches.

2. Proposed Structure:

Location Noise barrier on both sides of N Going St. between the I-5 freeway and N Denver Avenue.

Approximate Size: Length Approx. 1050' on N/sd Varies fr. 6'-0" to 12'-0"
Approx. 1350' on S/sd Height/

Are sidewalk/bikeways desired: Yes, an 8-foot wide pedestrian/bikeway will be constructed alongside the noise barrier on the north side of Going St. between Interstate Ave. and the Greeley St. ramp.

Are any utilities to be attached to structure? No.

Are provisions for illumination desired? No.

Are there any unusual or complicating conditions?

Remarks

VI. RAILROAD DATA

1. Are there any railroad crossings? Yes _____ No X

   Name of Railroad

   Existing Crossing Protection

2. Will existing railroad crossing be altered?

   Remarks

VII. ACTION PLAN REQUIREMENTS

During project development for Category 1, 2, and 3 projects, the city or county shall perform and document responsibilities as found indexed in the Oregon Action Plan, particularly Citizen Involvement and Participation; Environmental Aspects; and Public Hearing Requirements.

The OSHD Region Engineer will provide assistance, liaison and monitoring for these activities.

Responsible local office and party to be contacted for the following activities:

1.	Citizen Involvement	Vic Rhodes/Ernie Yuzon (248-4330/4150) Bureau of Streetand Structural Engineering City of Portland
2.	Environmental	Vic Rhodes/Ernie Yuzon (248-4330/4150) Bureau of Street and Structural Engineering City of Portland
3.	Public Hearing	Vic Rhodes/Ernie Yuzon (248-4330/4150) Bureau of Street and Structural Engineering City of Portland

Remarks

VIII. GENERAL INFORMATION

1. Project preliminary engineering ~~XXXX~~ performed by:

   Applicant X State _____ Consultant Earthmetrics, Inc.

2. Project construction engineering to be performed by:

Applicant X State _____ Consultant _____

3. Will applicant perform any work prior to or after award of contract?

Yes X No _____

If "yes," describe briefly: Some R/W acquisition relocation, and demolition activities will be carried out with EDA funds. Construction and some R-O-W work will be performed with FHWA funds.

4. Applicant's estimate of cost for requested project:

Roadway Work	$ 200,000
Right-of-way costs (if participating)	250,000
Traffic control	-0-
Illumination	-0-
Structures	550,000
Railroad	-0-
Other	300,000
Preliminary engineering	*
PROJECT TOTAL	$ 1,300,000

* Previously funded by FHWA

Remarks Other project costs ($2,700,000) are being funded with EDA, HCD, and City General Funds.

THIS APPLICATION IS AN OFFICIAL REQUEST FROM:

CITY OF Portland and/or _____ COUNTY

By L. David Hill / L. David Hill

By _____

By _____

By _____

By _____

(1976)

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO 6

April 10, 1980

TO: G. L. Green, Division Administrator
Federal Highway Administration

FROM: Original Signed By
D. E. Swanson
Operation Programming Engineer

SUBJECT: Minor Program Change
Item No. 90014
Project No. IX-9926(2)
North Basin Avenue-Pacific Highway (Portland) Section
Multnomah County

I hereby request your approval of a minor program change on the subject project to increase the total estimated cost and allotted federal interstate transfer funds as follows:

	Total	Federal
Present Estimate	$200,000.00	$171,500.00
Revised Estimate	251,440.00	215,224.00
Increase	$ 51,440.00	$ 43,724.00

This increase is for Supplement No. 1 to the Consultant Agreement with Earth Metrics, Inc., which was approved by your office on November 14, 1979.

RHZ:bke

cc: F.B. Klaboe
E. Hunter
R.N. Bothman
F. Terpin
R. Sandman
G. Zehner

Form 734-3122

THE CITY OF
PORTLAND
OREGON

DEPARTMENT OF
DEVELOPMENT AND
CIVIC PROMOTION

PORTLAND
DEVELOPMENT
COMMISSION

Allison Logan Belcher
Gary W. Masner
Randolph L. Miller
Walter C. Mintkeski
Louis Scherzer

J. David Hunt
Executive Director

1500 S.W. First Avenue
Portland, Oregon 97201
(503) 248-4800

March 7, 1980

State of Oregon
Dept. of Transportaton
State Highway Building
Salem, Oregon 97310

RE: Parcel No. GS-MP-10-5a
Address: Vacant Land (Was: 4529-37 N Montana Ave.)

Gentlemen:

The Portland Development Commission, as agent for the City of Portland Bureau of Public Works, is carrying out certain planning activities for the proposed Federally-assisted North Going Street Noise Mitigation Project.

The Portland Development Commission is now obtaining independent fee appraisals of the properties to be acquired to carry out the Project. Professional appraisers from local, private firms will begin work in the immediate future. They will appraise each parcel to be acquired individually. You or your designated representative are invited to accompany the appraisers during the inspection of your property.

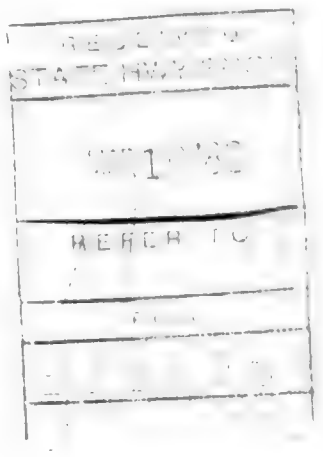
Since a fair and realistic appraisal can be made only if the appraisers are able to obtain all known facts, we ask your aid and cooperation. Any shrubbery or other improvements scheduled for possible acquisition by the City which you may consider retaining should be reported to the Commission as soon as possible in order that all feasible methods of handling the transaction can be considered by the appraisers and acquisition personnel.

If you have any questions regarding this matter, please feel free to contact me at 248-4991 or my assistant, Dorothy Lyon, at 248-4984.

Sincerely,

John W. Cooper
Chief, Real Estate

JWC:DEL:rd



Form FHWA 121 (6/79)

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

THE OREGON DIVISION - SALEM
UNITED STATES GOVERNMENT

memorandum

Subject: Oregon Project IX-9926(2)
Going Street Noise Mitigation

Date: February 25, 1980

From: G. L. Green, Division Administrator

Reply to Attn. of: HFO.6-OR

To: Mr. H. S. Coulter, State Highway Engineer

This memorandum is a response to a phone discussion with Mr. Vic Rhodes, City of Portland. The City is facing a need for additional funds to implement this project.

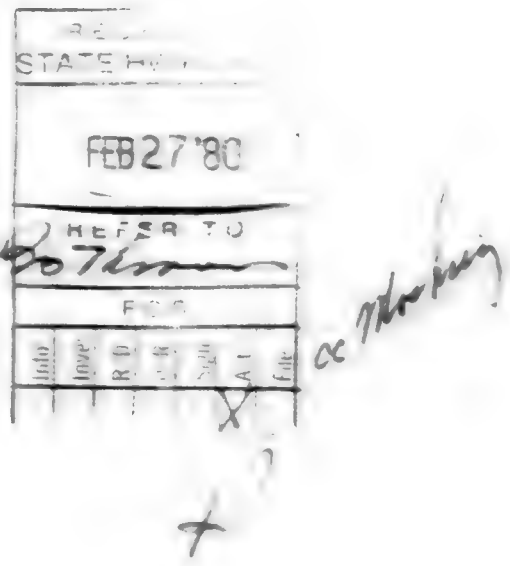
The final design process is resulting in cost estimates considerably higher than projected at EIS stage. The EDA grant is apparently a fixed figure so added funding through highway sources (Interstate Transfer) is being investigated. The current proposal would schedule right of way and a portion of the sound barriers with highway funds. The EDA has asked the City to show commitment of funds sufficient to assure completion before authorizing grant expenditures.

This memorandum will confirm prior verbal advice that the work is eligible for E(4) funding. The City does not anticipate a local problem in adjusting the MSD work program.

I do not anticipate a problem in securing Federal Highway funding approval. The City is aware of the process and has initiated action. Please forward this memo to the City for their use in discussions with EDA.

for G. L. Green

cc:
City of Portland (Bur of Streets & Str.) Dave Hill
ODOT (Metro - Bothman)



THE CITY OF
PORTLAND
OREGON

DEPARTMENT OF
PUBLIC WORKS
MIKE LINDBERG
COMMISSIONER

OFFICE OF
PUBLIC WORKS
ADMINISTRATOR

621 S.W. ALDER
PORTLAND, OR 97205

February 14, 1980

BILL PETTIS TRANSPORTATION PLANNER
METROPOLITAN SERVICE DISTRICT
527 SW HALL STREET
PORTLAND OR 97201

Dear Bill:

Enclosed you will find the Systems Report and Project Information Form for the Going Noise Mitigation Project. In order to provide you with additional information, I have also enclosed the revised project request and category request.

This project was originally to be designed as a EDA project. It has now been determined available EDA funds will not be adequate to pay the full construction costs. Federal Aid Highway Funds are now being requested to make up the shortfall.

If you have questions, Ernie Yuzon, the project manager at 248-4150, can obtain answers for you.

Sincerely,

Steve Riddell, Engineering Technician
Program Management Section

STR:mjh

Enclosure

cc: Ernie Yuzon

PROJECT INFORMATION FORM · TRANSPORTATION IMPROVEMENT PROGRAM

PORTLAND-\ METROPOLITA-

PROJECT DESCRIPTION

RESPONSIBILITY (AGENCY) City of Portland
LIMITS Going Street, I-5 to Greeley Avenue LENGTH 3500 feet
DESCRIPTION Acquire right-of-way and construct noise barrier and bicycle/pedestrian path along Going Street. Install noise reduction improvements in houses along Blandena St. and Skidmore Court.

PROJECT NAME Going Street Noise Mitigation Project
ID No
APPLICANT City of Portland

SCHEDULE

TO ODOT	Aug.'78		
PE OK'D	Nov.'78	EIS OK'D	Aug.'79
CAT'Y	2M	BID LET	May'81
HEARING	May'79	COMPL'T	Nov'81

RELATIONSHIP TO ADOPTED TRANSPORTATION PLAN
LONG RANGE ELEMENT _____ TSM ELEMENT _____

FUNDING PLAN BY FISCAL YEAR ($000)

	FY 80	FY 81	FY 82	FY 83	FY 84	TOTAL
TOTAL		1300				1300
FEDERAL		1105				1105
STATE						
LOCAL		195				195

APPLICANT'S ESTIMATE OF TOTAL PROJECT COST

*Previously funded by FHWA

PRELIM ENGINEERING	$ *
CONSTRUCTION	750,000
RIGHT OF WAY	250,000
TRAFFIC CONTROL	-0-
ILLUMIN, SIGNS, LANDSCAPING, ETC	-0-
STRUCTURES	-0-
RAILROAD CROSSINGS	-0-
Contingency	300,000
TOTAL	$ 1,300,000

LOCATION MAP

SOURCE OF FUNDS (%)

FEDERAL

FAUS (PORTLAND)	
FAUS (OREGON REGION)	
FAUS (WASH REGION)	
UMTA CAPITAL _____ *UMTA OPRTG*	
INTERSTATE	
FED AID PRIMARY	
INTERSTATE SUBSTITUTION ("e-4")	85%

NON FEDERAL

STATE	
LOCAL	15%
	100%

SYSTEM REPORT FOR GOING NOISE MITIGATION PROJECT

OBJECTIVE

To mitigate the impact of vehicle noise on residents living adjacent to N Going Street, the main access to the Industrial Park on Swan Island.

APPROACH

Construct berms and noise barriers, install noise insulation, remove residences most severely impacted by noise, utilize right-of-way for noise berm and acquire additional right-of-way for project.

ANTICIPATED RESULTS

Brings interior and (behind the noise barrier) exterior noise levels into compliance with Federal and close to compliance with local noise standards. Compliance will result in the removal of maximum traffic volume limits placed by the City of Portland on Swan Island Industrial Park. This will, together with the Basin/Going Project and the Greeley/I-5 Ramps project, result in the Port of Portland's being allowed to resume expansion of the Swan Island Industrial Park.

REQUEST FOR FUNDING AUTHORIZATION ADJUSTMENT

DETAILS OF ADJUSTMENTS

PROJECT RECEIVING FUNDS Going Noise Mitigation Project

SPONSORING JURISDICTION City of Portland

FUNDING SOURCE, ie, FAU, Mt Hood, I-505, etc

	PE	*R/W*	*CONST*	*OTHER*	*TOTAL*
Current TIP Authorization	$ 200,000	$	$1,300,000	$	$ 1,500,000
(+) Transferred Amount					
(=) Revised Authorization	200,000		1,300,000		1,500,000

PROJECT PROVIDING FUNDS I-505 Portland Reserve Account

SPONSORING JURISDICTION

FUNDING SOURCE, ie, FAU, Mt Hood, I-505, etc

	PE	*R/W*	*CONST*	*OTHER*	*TOTAL*
Current TIP Authorization	$	$	$35,701,911	$	$ 35,701,911
(-) Transferred Amount			1,300,000		1,300,000
(=) Revised Authorization			34,401,911		34,401,911

BASIS FOR ADJUSTMENTS

REASONS PROJECT RECEIVING FUNDS NEEDS ADDITIONAL FEDERAL SUPPORT: Right-of-way costs exceed original estimates.

REASONS FEDERAL FUNDING CAN BE REDUCED FOR PROJECT RELINQUISHING FUNDS:

HOW IS THE PROJECT RELINQUISHING FUNDS STILL VIABLE?

Metro Transaction #

AGREEMENT TO TRANSFER FUNDS

	DATE OFFICIAL APPROVAL
JURISDICTION PROVIDING FUNDS	
JURISDICTION RECEIVING FUNDS	
METRO EXECUTIVE OFFICER (If transfer between jurisdictions)	
METRO COUNCIL (If flagged by Executive Officer)	

9490

Portland

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

FILE: 326-1987

INTER-OFFICE CORRESPONDENCE
Metro Technical Services
January 17, 1980

FROM: K. D. LIMBOCKER
Metro Design Engineer

SUBJECT: Greeley Ave.-I-5 Ramps

TO: J. H. VERSTEEG
Design Engineer - Salem

Submitted are sketch map and profile of a proposed revision to the "GN" ramp (formerly "SG" ramp), in order to accommodate the future on-ramp from Williams Avenue.

We suggest that Mississippi Avenue be re-aligned. The City has requested that this re-alignment be connected back in to Mississippi Avenue. The re-alignment is necessary in order to get a reasonable profile for the Williams Avenue on-ramp. It will also allow improved alignment and profile on the "GN" ramp. The "F_2" ramp could be shifted westerly from the position shown, but at the expense of relocating a very costly ($10,000 ±) power pole.

The City has requested the addition of a bus pull-out on northbound Interstate Avenue at Greeley Avenue.

The proposal may necessitate a lengthier structure on the "GN" ramp, and more cost, but we suggest that it be implemented as all our attempts to weave the Williams Avenue on-ramp over or under Mississippi Avenue have been unsuccessful.

PEH:pq

Attachment

1 Versteeg
Anderson
3 Christensen
2 Olson
Sullivan
Terpin
Tsoui
Wasserig

RECEIVED
JAN 18 1980
ROAD DESIGN SECTION

Do Not File
Return To
Bring Up
Action

D&C
Looks OK - plan revision eventually per.

REFERRED TO
Beard Stoudenmeyer
Cole Sample
Eriksen Watson
Hager Dorn Lau
Return Discuss Do File Copy Due
BY FINAL DESIGN ENGINEER

STATE OF OREGON
MICROFILMED PUBLIC RECORD

(IN ACCORDANCE WITH THE PROVISIONS OF ORS 192.040 THROUGH 192.070)

NAME OF AGENCY: OREGON DEPARTMENT OF TRANSPORTATION
TITLE OF RECORD SERIES: CONSTRUCTION CONTRACTS
ARRANGEMENT OF RECORDS: BY CONTRACT NUMBER
INDEX:

INDEXING BEGINS WITH : 9469 #2 (1982) ENDS WITH 9490 #2

FLASH CARDS:

REMARKS: _____

CAMERA: MAKE AND MODEL	FILM TYPE	REDUCTION RATIO	REEL NUMBER	PROJECT NUMBER
BELL AND HOWELL FILEMASTER	16MM AHU	21X	233	

CAMERA OPERATOR'S CERTIFICATION

I CERTIFY THAT I HAVE ON THIS 25th DAY OF November 1992 PHOTOGRAPHED THE DOCUMENTS APPEARING ON THIS ROLL OF FILM, THAT THEY ARE TRUE COPIES OF DOCUMENTS FOUND IN THE RECORD FILE DESCRIBED ABOVE, AND THAT THE INTEGRITY OF THE ABOVE DESCRIBED RECORD FILE HAS BEEN MAINTAINED ON THE FILM BY MICROFILMING EACH DOCUMENT IN THE EXACT ORDER IN WHICH IT WAS FOUND IN THE FILE WITH THE EXCEPTION, IF ANY OF DOCUMENTS OMITTED BECAUSE OF TECHNICAL DIFFICULTIES AND / OR BY ERROR, AS INDICATED ON THE FILM IN THE CROSS REFERENCE NOTES OR RETAKE CERTIFICATE.

I FURTHER CERTIFY THAT THE MICROFILM ON WHICH THESE DOCUMENTS ARE RECORDED WAS PROCURED AS PERMANENT FILM OF THE SLOW BURNING CELLULOSE ESTER OR POLYESTER TYPE KNOWN AS SAFETY PHOTOGRAPHIC FILM. THAT THIS FILM CONFORMS TO THE APPLICABLE STANDARDS OF THE AMERICAN NATIONAL STANDARDS INSTITUTE; AND THAT THE PROCESSING CONFORMS TO THE STANDARDS FOR PERMANENT FILM; AND THAT SAMPLES OF FILM PROCESSED BY THIS SERVICE ARE PERIODICALLY TESTED TO ASSURE CONFORMANCE WITH THESE STANDARDS.

Joan A Cokeley

SIGNATURE OF CAMERA OPERATOR